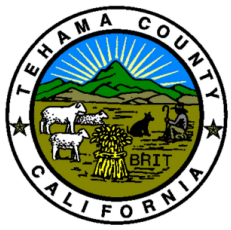
TEHAMA COUNTY BOARD OF SUPERVISORS

Robert Burroughs, District 1
Tom Walker, District 2, Chairman
Steve Zane, District 3
Matt Hansen, District 4
Greg Jones, District 5, Vice Chair



Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

Sean Houghtby
Clerk of the Board
(530) 527-3287

Board Chambers
727 Oak Street, Red Bluff, CA 96080
(530) 527-4655
http://www.tehama.gov

AGENDA FOR TUESDAY, JUNE 16, 2026

The Board of Supervisors welcomes you to their meetings which are regularly scheduled for each Tuesday. Your participation and interest are encouraged and appreciated. Members of the public may address the Board from the podium on items on the agenda when the matter is called. The Board reserves the right to limit the time devoted to any item on the agenda and to limit the time of any speaker.

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. The Board has adopted a Code of Conduct for the public attending these meetings. The Code of Conduct is posted in the Chambers and online at https://www.tehama.gov/wp-content/uploads/2025/09/PUBLIC-CODE-OF-CONDUCT.pdf. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

Members of the public who are unable to attend in person may participate, listen and watch in the following ways:

1) To participate in the Board meeting, the public may listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.

2) Members of the public who are unable to attend in person may watch and listen via the web at: https://tehamacounty.legistar.com/Calendar.aspx. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

The audio and live video streaming is being offered as a convenience. The Board meeting will continue even if there is a disruption. If there is a disruption, the public is encouraged to consider an alternate option listed above. If you have trouble connecting or accessing the meeting, contact the Board office for assistance at (530) 527-4655.

Please refer to the last page of the agenda for information on how to participate in the

meeting, as well as the various options being made available for members of the public to provide comment.

The County of Tehama does not discriminate on the basis of disability in admission to, access to, or operation of its buildings, facilities, programs, services, or activities. Questions, complaints, or requests for additional information regarding the Americans with Disabilities Act (ADA) may be forwarded to the County's ADA Coordinator: Tom Provine, County of Tehama, 727 Oak St., Red Bluff, CA 96080, Phone: (530) 527-4655. Individuals with disabilities who need auxiliary aids and/or services or other accommodations for effective communication in the County's programs and services are invited to make their needs and preferences known to the affected department or the ADA Coordinator. For aids or services needed for effective communication during Board of Supervisors meetings, please contact the ADA Coordinator two business days prior to the day of the meeting. This notice is available in accessible alternate formats from the affected department or the ADA Coordinator.

The Agenda is divided into two sections:

CONSENT AGENDA:

These items include routine financial and administrative actions and are usually approved by a single majority vote. Any Board member, staff member or interested person may request that an item be removed from the Consent Agenda for discussion on the Regular Agenda.

REGULAR AGENDA:

These items include significant financial and administrative actions of special interest that are usually approved individually by a majority vote. The Regular Agenda also includes noticed hearings and public hearings. The times on the agenda are approximate.

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes. Public Comment may be limited to the first 30 minutes of the meeting and if there are more speakers than this time limit will allow, the Chair may request that remaining speakers wait until the end of the meeting, at which point public comment may be reopened.

Members of the public will be allowed to address the Board of Supervisors regarding items appearing on the agenda at the time the item is called.

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Receive reports from the following standing and ad hoc committees, and discussion and possible direction to the committees regarding future meetings and activities within each committee's assigned scope:

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker)

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs)

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

This is an opportunity for a County Department to provide information to the Board and the general public. These announcements are to be as brief and concise as possible and not used to seek direction from the Board.

CONSENT AGENDA

1. GENERAL WARRANT REGISTER 5/24/26 - 5/30/26 26-0935

2. DEPARTMENT OF AGRICULTURE 26-0965

a) OTHER THAN “A” STEP - Request approval to appoint applicant as Wildlife Specialist/Liaison, Range 39, Step B, upon successful completion of all pre-employment requirements

3. DEPARTMENT OF AGRICULTURE/DIVISION OF ANIMAL SERVICES 26-1042

a) TRANSFER OF FUNDS: ANIMAL SERVICES, B-81 - From Other Government Agencies (2078-450740), $8,765 to Contingency (1109-59000), $8,765: and From Contingency (1109-59000) to Professional Services (2078-53230), $8,765 **(Requires a 4/5’s vote)**

4. FIRE 26-0951

a) AGREEMENT - Request approval and authorization for the Tehama County Fire Finance Representative to sign the Assistance By Hire Agreement with CAL FIRE for rental of County fire equipment for use within the CAL FIRE protection area, and coverage behind State engine commitments at the rates listed, effective 7/1/2026 through 6/30/27

5. SOCIAL SERVICES 26-0925

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Northern California Youth and Family Programs for the purpose of providing an Independent Living Program for foster youth, with maximum compensation not to exceed $104,631, effective 7/1/26 and shall

terminate 6/30/27

6. SOCIAL SERVICES / PERSONNEL **26-0945**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as Eligibility Specialist II, Range 21, Step B, effective 05/03/2026 or upon successful completion of all pre-employment requirements

7. HEALTH SERVICES AGENCY **26-0962**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with AMN Healthcare Locum Tenens, Inc. for the purpose of locating and arranging for locum tenens Physician(s), Psychiatrist(s), Psychiatric Nurse Practitioner(s), Nurse Practitioner(s), or Physician's Assistant(s) to provide medical services at the placement address for the maximum amount not to exceed of $1,500,000 during any fiscal year, effective 7/1/26 and shall terminate 6/30/28

8. SOCIAL SERVICES **26-1037**

a) TRANSFER OF FUNDS: Social Services, B-82 - from Salary & Wages (5013-51010) $219,177, to Group Insurance (5013-51030) $213,000, Standby (5013-5101014) $6,177; and from Professional/Special Services (5013-532300) $115,000, to Special Department Expense (5013-53280) $115,000 **(Requires a 4/5's vote)**

9. COMMUNITY ACTION AGENCY **26-1050**

a) TRANSFER OF FUNDS: Community Action Agency, B-78 - From Salary and Benefits (5062-51010) to Extra Help (5062 - 51011), $3,000 **(Requires a 4/5's vote)**

10. COMMUNITY ACTION AGENCY / MEALS ON WHEELS **26-1039**

a) TRANSFER OF FUNDS: B-76, From Meals on Wheels, To Unanticipated Revenue Federal Title III Grants (5063-450727) $14,852; To Professional and Special Services (5063-53230) $14,852 **(Requires a 4/5's vote)**

11. COMMUNITY ACTION AGENCY / MEALS ON WHEELS **26-1049**

a) TRANSFER OF FUNDS: Meals on Wheels, B-77 - From Extra Help (5063-51011) to Group Insurance (5063-51030), $2,000 **(Requires a 4/5's vote)**

12. CHILD SUPPORT SERVICES **26-1040**

a) TRANSFER OF FUNDS: CHILD SUPPORT SERVICES, B-73 - From Salary & Wages (5015-51010) to Pay In Lieu/Misc Payouts (5015-51015), $1,000 **(Requires a 4/5's vote)**

13. HEALTH SERVICES AGENCY / ADMINISTRATION **26-0967**

a) Request approval and authorization for the Interim Executive Director to sign Amendment No.1 to the Agreement #21-HHAP-00095 (Misc. Agreement #2021-193) with the Department of Housing and Community Development, for the Homeless Housing, Assistance and Prevention (HHAP) Round 2 block grant, thereby amending the term effective 8/26/21 and extending through 6/30/27

14. HEALTH SERVICES AGENCY / ADMINISTRATION **26-0974**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services for the rates set forth in the Fee Schedules attached as Exhibit “B”, “C”, and “D” with maximum compensation not to exceed $132,000 in any fiscal year, with a term of 7/1/26 through 6/30/29

15. HEALTH SERVICES AGENCY / ADMINISTRATION **26-0977**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign Amendment No. 1 to the Misc. Agreement 2025-099 with The Vitality Project for the consolidation of HHAP-1and HHAP-2 funding, thereby amending the amount to $115,139, effective 71/23 through 6/30/26

16. HEALTH SERVICES AGENCY / DRUG & ALCOHOL **26-0904**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Skyway House, Inc. for the provision of residential substance use disorder (SUD) treatment to certain Tehama County residents, with the maximum compensation not to exceed $100,000 per fiscal year, and a total maximum compensation not to exceed $300,000, effective 7/1/26 and shall terminate 6/30/2029 *(Subject to receipt of required insurance documentation)*

17. HEALTH SERVICES AGENCY / DRUG & ALCOHOL **26-0905**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Empire Recovery Center for the provision of residential substance use disorder (SUD) treatment to certain Tehama County residents, with the maximum compensation not to exceed $50,000 per fiscal year, and a total maximum compensation not to exceed $150,000, effective 7/1/26 and shall terminate 6/30/2029 *(Subject to receipt of required insurance documentation)*

18. HEALTH SERVICES AGENCY / PUBLIC HEALTH **26-0906**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the subcontract Agreement with Chico State Enterprises - Center for Healthy Communities, a California non-profit public benefit corporation and auxiliary organization of California State University, Chico, for the purpose of providing Registered Dietitian services to the Tehama County Women, Infants, and Children (WIC) program with a maximum compensation amount not to exceed $98,713, effective upon execution and shall terminate on 9/30/28

19. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-0964**

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Debra Villasenor for the provision of housing consulting services for the maximum compensation payable not to exceed $129,120, effective 7/1/26 and shall terminate 6/30/29 *(Subject to receipt of required insurance documentation)*

20. HEALTH SERVICES AGENCY / SHERIFF / PROBATION **26-0913**

a) AGREEMENT - Request approval and authorization for the Chairperson to sign the Department of Health Care Services (DHCS) Medi-Cal County Inmate Program (MCIP) Participation Agreement 26-MCIPTEHAMA-52 for purpose of permitting the County of Tehama to voluntarily participate in the MCIP as a provider of acute inpatient hospital services & inpatient psychiatric services provided to inmates or juvenile justice wards who are admitted as inpatients in a medical institution off the grounds of the correctional facility, and who, but for their institutional status as inmates, are otherwise eligible for Medi-Cal benefits, effective 7/1/26 and shall terminate on 6/30/29

b) AGREEMENT - Request approval and authorization for the Chairperson to sign the Department of Health Care Services (DHCS) Medi-Cal County Inmate Program (MCIP) Administrative Service Agreement 26-60152 for the purpose of reimbursements for the administrative costs associated with the MCIP, with a maximum payable amount not to exceed $12,961.35, effective 7/1/26 and shall terminate on 6/30/29

21. SHERIFF'S OFFICE **26-0938**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign an Agreement with Cardan Aircraft Services for the purpose of primary fueling services in an amount not to exceed $100,000, effective 7/1/26 and shall terminate on 6/30/27

22. SHERIFF'S OFFICE **26-0939**

a) AGREEMENT - Request approval and authorization for the Chairperson and Sheriff to sign the Agreement with Cardan Aircraft Services, Inc. for the lease of an aircraft hangar unit for a monthly sum of $844.14 effective October 1, 2026, and shall increase 3% January 1, 2027, and shall terminate on 09/30/2027

23. SHERIFF'S OFFICE **26-0940**

a) AGREEMENT - Request approval and authorization for the Chair and Sheriff to sign the Agreement with Cardan Aircraft Services, Inc. for the purpose of aircraft maintenance and alteration services to Sheriff's Helicopter N911NN, in an amount not to exceed $100,000, effective 7/1/2026 and shall terminate on 6/30/27

24. SHERIFF'S OFFICE **26-1045**

a) TRANSFER OF FUNDS: SHERIFF, B-70 - From Other Court Fines (2027-430210), $4,378.00 and from Other Court Fines (2032-430210), $4,540.00; to Contingency (2002-59000), $8,918.00; and From Contingency (2002-59000), $8,918.00 to Maintenance of Equipment (2027-53170), $4,378.00 and to Maintenance of Equipment (2032-53170), $4,540.00 **(Requires a 4/5's vote)**

25. SHERIFF'S OFFICE **26-1046**

a) TRANSFER OF FUNDS: SHERIFF, B-71 - From CALAIM (2032-4505723), to Contingency (2002-59000), $13,192.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $13,192.50 **(Requires a 4/5's vote)**

26. SHERIFF'S OFFICE **26-1047**

a) TRANSFER OF FUNDS: SHERIFF, B-74 - From CALAIM (2032-4505723), to Contingency (2002-59000), $1,619.19; and From Contingency (2002-59000) to Overtime Compensation (2032-51012), $1,619.19 **(Requires a 4/5's vote)**

27. PROBATION **26-0923**

a) AGREEMENT- Request approval and authorization for the Chief Probation Officer to sign the Agreement with Dr. Ronald L. Clark, DDS, for the purpose of providing dental services to youth in custody of the Tehama County Juvenile Detention Facility, with a maximum amount not to exceed $25,000, effective 7/1/26 and terminating 6/30/27

28. PROBATION **26-1041**

a) TRANSFER OF FUNDS: PROBATION, B-72 - from CalAIM (2036-4505724), to Contingency (2002-59000), $20,717.16; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), $20,717.16 **(Requires a 4/5's vote**)

29. DISTRICT ATTORNEY **26-0968**

a) Request approval and authorization for the District Attorney to apply for the 2025 Human Trafficking Advocacy Grant through the California Office of Emergency Services for funding in the amount of $147,000

b) AGREEMENT- Request approval and authorization for the District Attorney to sign the Grant Award Agreement for the Human Trafficking Advocacy Grant and all related documents with the California Office of Emergency Services in the amount of $147,000 (Misc. Agreement 2025-306)

30. DISTRICT ATTORNEY **26-0969**

a) Request approval and authorization for the District Attorney to apply for the 2025 Victim/Witness Assistance Program Grant through the California Office of Emergency Services for funding in the amount of $334,113

b) AGREEMENT- Request approval and authorization for the District Attorney to sign the Grant Award Agreement for the 2025 Victim Witness Assistance Program Grant and all related documents with the California Office of Emergency Services in the amount of $334,113 (Misc. Agreement 2025-305)

31. PUBLIC WORKS **26-1043**

a) TRANSFER OF FUNDS: PUBLIC WORKS, B-79 - From Road Fund Special Department Expense (3011-53280) to Special Department Equipment (3011-57608), totaling $3,804.00 **(Requires a 4/5's vote)**

32. PUBLIC WORKS **26-1044**

a) TRANSFER OF FUNDS: PUBLIC WORKS, B-80 - From Road Fund Special Department Expense (3011-53280) to Special Department Equipment (3011-57608), totaling $5,506.77 **(Requires a 4/5's vote)**

33. COUNTY COUNSEL **26-0941**

a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with Liebert, Cassidy & Whitmore, for the purpose of providing labor relations representation and advise for rates set forth in Exhibit “B” with maximum compensation not to exceed $100,000 per year, effective 7/1/26 and shall terminate 6/30/28

34. COMMITTEES & COMMISSIONS / SPECIAL DISTRICT **26-0765**

a) TEHAMA COUNTY INTEGRATED WASTE MANAGEMENT TASK FORCE (AB 939) - Four (4) one-year appointments to fill the expired terms of Martha Vuist-Bruske, Bob Nolen, Steve Lindeman, and Robert Schmid with said new terms expiring 3/31/27 (Interested persons: Martha Vuist-Bruske, Bob Nolen, Brett White, and Robert Schmid)

b) TEHAMA COUNTY INTEGRATED WASTE MANAGEMENT TASK FORCE (AB 939) - Two (2) one-year appointments to fill the expired terms of Amanda Garrett and Betty Morales as non-voting advisory members with said new terms expiring 3/31/27 (Interested persons: Amanda Garrett and Wade Coffee)

RECESS to convene as the Tehama County Air Pollution Control District

35. AIR POLLUTION CONTROL DISTRICT **26-0894**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign a FARMER Incentive Program Agreement with Bianchi Orchards, in an amount up to $11,625, effective upon execution by both parties and terminates three years from the date of installation

36. AIR POLLUTION CONTROL DISTRICT **26-0895**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign a CARL MOYER Incentive Program Agreement with Cheryl Forbes, in an amount up to $55,000, effective upon execution by both parties and terminates three years from the date of installation

REGULAR AGENDA

37. AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona **26-0975**

a) AGREEMENT/RESOLUTION - Request adoption of a Resolution approving and authorizing the Air Pollution Control Officer (APCO) to sign the California Air Resources Board FY 25-26 Community Air Protection Program Grant Agreement #G25-CAPP-29 for funding in the amount of $29,355, effective 5/1/26 and shall terminate 6/30/30

38. AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona **26-0978**

a) AGREEMENT / RESOLUTION - Request adoption of a Resolution approving and authorizing the Air Pollution Control Officer (APCO) to sign the California Air Resources Board FY 25/26 Community Air Protection Incentives Agreement G25-MCAP-25 for

funding in the amount of $24,419.00, effective 5/1/26 to 6/30/34

ADJOURN to reconvene as the Tehama County Board of Supervisors

39. HEALTH SERVICES AGENCY - Interim Executive Director Michelle Schmidt 26-0959

a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Open Line Group Homes, Inc., for the provision of Mental Health Services for the maximum compensation payable not to exceed $400,000, effective 9/1/25 and shall terminate 6/30/27

10:00 A.M.

40. CALIFORNIA STATE ASSOCIATION OF COUNTIES - Chief Executive Officer Graham Knaus & Chief Operating Officer Paul Danczyk 26-0955

a) California State Association of Counties (CSAC) update

b) Presentation of certificates to Tehama County graduates of the California State Association of Counties (CSAC) Institute

41. TREASURER/TAX COLLECTOR - Treasurer/Tax Collector Parker R. Hunt 26-0924

a) ORDINANCE - Request the adoption of an ordinance adding Section 2.07.050 to Chapter 2.07 of the Tehama County Code, delegating administrative responsibilities of the Tehama County Employee Deferred Compensation Plan

1) Waive the second reading
2) Adopt the ordinance

42. SOCIAL SERVICES - Director Bekkie F. Emery 26-1000

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Interagency Memorandum of Understanding with the Tehama County Library to provide Work Experience to CalWORKs eligible participants with a maximum compensation not to exceed $50,000, effective 4/1/26 through 6/30/26

43. SHERIFF'S OFFICE - Sheriff Dave Kain 26-1051

a) TRANSFER OF FUNDS: SHERIFF, B-67 - From Public Safety (106-301900) to Contingency (2002-59000), $5,820.77; and from Contingency (2002-59000) to Special Department Equipment (2072-57608), $5,820.77 **(Requires a 4/5's vote)**

b) TRANSFER OF FUNDS: B-68 - From Maintenance of Equipment (2072-53170), $2,164.49; Professional/Special Services (2072-53230), $4,000.00; Burial Expense (2072-532302), $1,680.00; Special Department Expense (2072-53280), $13,071.00; Employee Travel/Training (2072-53290) $5,000.00; to Special Department Equipment (2072-57608), $25,915.49 **(Requires a 4/5's vote)**

44. SHERIFF'S OFFICE - Sheriff Dave Kain 26-1052

a) TRANSFER OF FUNDS: SHERIFF, B-69 - From Federal Asset Seizure (2027-471121) to Contingency (2002-59000), $1,335.82; and from Contingency (2002-59000) to Special Department Expense (2027-53280), $1,355.82 **(Requires a 4/5's vote)**

45. SHERIFF'S OFFICE - Sheriff Dave Kain **26-1053**

a) TRANSFER OF FUNDS: SHERIFF / AVIATION, B-75 - From Federal Asset Seizure (2027-471121) to Contingency (2002-59000), $73,386.13; and from Contingency (2002-59000) to Professional/Special Services (2027-53230), $23,386.13; Transportation Expense (2027-53291), $50,000 **(Requires a 4/5's vote)**

46. ADMINISTRATION / SHERIFF'S OFFICE MORGUE HVAC UPGRADE PROJECT - Administrative Services Director Tom Provine **26-0949**

a) Consider adoption of a finding that the Morgue HVAC Upgrade Project is categorically exempt from review under the California Environmental Quality Act, (CEQA) (Class 1 Categorical Exemption) and direct the Chief Administrator to file the Notice of Exemption

b) Request approval of the plans and specifications for the Morgue HVAC Upgrade Project

c) Request authorization for Administration to advertise for bids on the project, with the bid opening to be held at 3:00 p.m. on July 9, 2026, in the Administrative Office, 727 Oak Street, Room #202, Red Bluff, California

47. PUBLIC WORKS - Interim Director Tom Provine **26-1048**

a) URGENCY ORDINANCE - Consider adoption of an Urgency Ordinance Designating the Newville Road at North Fork Stoney Creek Bridge (Bridge No. 08C0175) as a One Lane Bridge, and Establishing the Maximum Speed of 5 Miles Per Hour on the bridge, and establishing a 25 Miles Per Hour within 600 feet of the Bridge

1) Waive the Reading
2) Adopt the Urgency Ordinance

48. ADMINISTRATION - Risk Manager Gabriel Hydrick **26-0970**

a) RESOLUTION / AGREEMENT - Request adoption of a Resolution authorizing the Board of Supervisors to approve the Public Risk Innovation Solutions and Management (PRISM) amended Joint Powers Agreement; and further authorize the Tehama County Representative for Public Risk Innovation Solutions and Management (PRISIM) to execute the amended Joint Powers Agreement

1:30 P.M.

RECESS to convene as the Tehama County Sanitation District No. 1

49. SANITATION DISTRICT NO. 1 - Interim Director Tom Provine **26-0982**

a) ORDINANCE - Consider adoption of the proposed Ordinance, adopting an administrative remedies procedure for challenges to fees, charges, and assessments

1) Waive the first reading
2) Accept the introduction

Financial Impact:
There is no financial impact associated with this informational item.

Background Information:
This Ordinance creates an exhaustive list of administrative remedies and procedures that require ratepayers to bring an objection regarding a proposed fee, charge, or any special assessment to the Board of Director's attention prior to the deadline established as part of the fee, charge, or assessment consideration process.

50. SANITATION DISTRICT NO. 1 - Interim Director Tom Provine **26-0997**

a) ORDINANCE - Consider adoption of the proposed Ordinance, which amends Ordinance No. 2119

1) Waive the first reading
2) Accept the introduction

51. SANITATION DISTRICT NO. 1 - Interim Director Tom Provine **26-0984**

a) ORDINANCE - Consider adoption of the proposed Ordinance, an uncodified ordinance superseding all previous ordinances, prescribing regulations and establishing fees.

1) Waive the first reading
2) Accept the introduction

ADJOURN to reconvene as the Tehama County Board of Supervisors

FUTURE AGENDA ITEMS

Future Agenda Items is an opportunity for a Board member to present a topic to the full Board and County Departments and allow the Board to express majority that staff should be directed to address the issue and bring it back to the full Board as an agendized matter. This is not a time for the Board to address the merits or express their opinions on the issue but solely to decide if staff should expend resources in researching and preparing documents for consideration at a public board meeting. More complex issues may result in a future study session.

CLOSED SESSION

Members of the public may address the Closed Session matters at the time the closed session is announced.

52. CLOSED SESSION **26-0655**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Librarian Annual Performance Evaluation Process

53. CLOSED SESSION **26-0798**

a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

54. CLOSED SESSION **26-1025**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code section 54956.9). Name of the case is Pelorus Terminals LLC v. County of Tehama, Tehama County Superior Case No. 26CI-000094

55. CLOSED SESSION **26-1054**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: County Counsel Annual Performance Evaluation Process

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

Any written materials related to an open session item on this agenda that are submitted to the Board of Supervisors, and that are not exempt from disclosure under the Public Records Act, will be made available for public inspection at the Tehama County Clerk of the Board of Supervisors Office, 633 Washington St., Rm. 12 (P.O. Box 250), Red Bluff, California, 96080, (530) 527-3287 during normal business hours.

The deadline for items to be placed on the Board's agenda is 5 p.m. on the Wednesday Thirteen days prior to the meeting on Tuesday, unless a holiday intervenes. Items not listed on the Agenda can only be considered by the Board if they qualify under Government Code Section 54954.2(b) (typically this applies to items meeting criteria as an off-agenda emergency).

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their

agents who have made, campaign contributions totaling more than $250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.

2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.

3) Watch live video and listen at: https://tehamacounty.legistar.com/Calendar.aspx. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

1) Writing a letter to the Board of Supervisors at PO Box 250, Red Bluff, CA 96080.

2) Emailing: tcbos@tehama.gov. Written or emailed public comments received by 4:00 p.m. the day prior to the meeting will be provided to the Board members electronically or in written format and will become part of the public record.

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

1) In-Person: Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080: Members of the public can provide comment in-person inside the Board of Supervisors' Chambers.

2) Over the Phone: Members of the public can call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment. The public will be placed in a call-in queue until they are permitted into the meeting for comment.

COMMUNICATIONS received by the Board of Supervisors are on file and available for review in the Office of the Clerk of the Board.

MINUTES, AGENDAS, AGENDA MATERIAL, and ARCHIVED MATERIAL is available on our website at https://tehamacounty.legistar.com/Calendar.aspx

Tehama County

Agenda Request Form

File #: 26-0935 **Agenda Date:** 6/16/2026 **Agenda #:** 1.

GENERAL WARRANT REGISTER 5/24/26 - 5/30/26

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between May 24, 2026 and May 30, 2026

Report Generated on: **Jun 1, 2026 7:28:30 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000902	05/28/2026	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$390.09
00000903	05/29/2026	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	Tehama Social Services CAA	$149.00
00000904	05/29/2026	123272	DOWN RANGE INDOOR TRAINING CEN	106	PUBLIC SAFETY	2037-53170	PROBATION	65381- zipper	$20.00
00008323	05/28/2026	103422	KRISTIN LAMKIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00
70890207	05/26/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	Air Pollution May2026	$175.00
70890208	05/26/2026	103939	AT&T	101	GENERAL FUND	2011-53120	DA VICTIM/WITNES	AT&T Account #9391032878	$0.04
70890208	05/26/2026	103939	AT&T	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	AT&T Account #9391032867	$15.18
70890208	05/26/2026	103939	AT&T	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	AT&T Acct. #9391032937	$82.01
70890208	05/26/2026	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	AT&T Account #9391032916	$63.14
70890208	05/26/2026	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	AT&T Account #9391032937	$82.01
70890209	05/26/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2011-53170	DA VICTIM/WITNES	Carrel's Acct. #TC60	$24.57
70890209	05/26/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	Carrel's Acct. #TC22	$21.96
70890209	05/26/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	Carrel's Acct. #TC21	$146.53
70890209	05/26/2026	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	Carrel's Acct. #TC22	$21.96

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70890210	05/26/2026	V000886	COUNTY OF YUBA	101	GENERAL FUND	5050-55400	JUVENILE COURT W	April 2026 Youth (B.M.) Tehama	$1,200.00
70890211	05/26/2026	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$22,932.00
70890211	05/26/2026	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	INSTITUTE MENTAL DISEASE	$34,216.00
70890212	05/26/2026	120435	DANIEL R KENNEDY	101	GENERAL FUND	5062-53260	COMMUNITY ACTION	1007112	$75.00
70890212	05/26/2026	120435	DANIEL R KENNEDY	108	SOCIAL SERVICES	5013-53260	SOCIAL SERVICES	1007112	$565.00
70890213	05/26/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ- 1576127 - Tehama County	$376.03
70890213	05/26/2026	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	CATJ-1576127- Glenn (A.H.)	$221.54
70890214	05/26/2026	104716	DIVERSIFIED SERVICES/COPY CENT	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	$599.58
70890215	05/26/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	Hunt&Sons Account #6178	$89.36
70890215	05/26/2026	136121	HUNT & SONS LLC	113	CHILD SUPPORT	5015-53291	CHILD SUPPORT SE	6174	$150.70
70890216	05/26/2026	100809	INLAND BUSINESS SYSTEMS, INC	101	GENERAL FUND	6021-53170	LIBRARY	MAINTENANCE OF EQUIPMENT	$1,031.47
70890216	05/26/2026	100809	INLAND BUSINESS SYSTEMS, INC	101	GENERAL FUND	6021-53170	LIBRARY	PO4406	$27.63
70890217	05/26/2026	110108	MATTHEW BENDER & CO	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	Matthew Bender Acct. #99561845	$611.18
70890218	05/26/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	#1026	$260.57
70890219	05/26/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	89517192	$363.04

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70890219	05/26/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	44149	$184.18
70890220	05/26/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	0017321861	$21.32
70890220	05/26/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	0017321861	$21.32
70890220	05/26/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	0017321861	$21.33
70890220	05/26/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	0017321861	$21.32
70890222	05/26/2026	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$283.57
70890224	05/26/2026	130395	LUHDORFF & SCALMANINI	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	PROFESSIONAL/ SPECIAL SERV	$3,122,035.05
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391032882	$19.12
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391032882	$2.92
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032877	$0.04
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032882	$1.94
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	9391032921	$32.35
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032879 Service 4/12-5/11	$162.90
70890226	05/27/2026	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032903 4/12-5/11 service	$32.35
70890226	05/27/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032835	$156.45
70890226	05/27/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032838	$129.75
70890226	05/27/2026	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032877	$0.05
70890226	05/27/2026	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032882	$8.42

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70890227	05/27/2026	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-531101	JUVENILE HALL	TEHCA5	$406.05
70890227	05/27/2026	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	TEHCA5	$432.34
70890228	05/27/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC30	$0.30
70890228	05/27/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	TC30	$0.30
70890228	05/27/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	TC30	$0.28
70890228	05/27/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	TC30	$0.30
70890229	05/27/2026	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	259617401 MAY 2026	$600.00
70890230	05/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	007396-000	$116.69
70890230	05/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53301	GENERAL SERVICES	005876-000	$87.63
70890230	05/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	006486-000	$51.20
70890230	05/27/2026	100376	CITY OF RED BLUFF	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	005638-000	$377.69
70890230	05/27/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2027-53300	SHERIFF	005683-000	$26.08
70890230	05/27/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2027-53300	SHERIFF	005916-000	$183.02
70890230	05/27/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2028-53300	AUTO SHOP	006775-000	$41.85
70890230	05/27/2026	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2032-53300	JAIL	005686-000	$3,163.17
70890231	05/27/2026	108674	DELL MARKETING LP	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	92352546	$2,143.20
70890232	05/27/2026	105685	DONALD EUGENE WOLFE DBA	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	cleared main line	$418.00
70890233	05/27/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	214109-1	$25.30

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70890234	05/27/2026	100668	GAGER DISTRIBUTING INC	101	GENERAL FUND	2078-53140	DIV OF ANIMAL SE	01-842 vp citrus suds plus	$185.57
70890234	05/27/2026	100668	GAGER DISTRIBUTING INC	106	PUBLIC SAFETY	2032-53140	JAIL	01-111	$4,502.85
70890235	05/27/2026	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	714651- dog and cat food	$753.36
70890236	05/27/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	6095-Fuel	$1,169.56
70890236	05/27/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	6095-Fuel	$255.83
70890237	05/27/2026	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	$52.48
70890238	05/27/2026	101470	LES SCHWAB TIRE CENTER	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	603-02059	$645.66
70890239	05/27/2026	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	INTERNATIONAL SMUGGLING -ZOOM	$150.00
70890240	05/27/2026	123687	MCI COMM SERVICE	106	PUBLIC SAFETY	2027-53120	SHERIFF	530595-3391	$36.24
70890241	05/27/2026	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2037-53140	PROBATION	0007372	$155.29
70890242	05/27/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 Securocryl SNIP	$1,123.79
70890242	05/27/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	31784 syr 01cc SNIP	$136.63
70890242	05/27/2026	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	31784 Gabapentin caps	$4.74
70890243	05/27/2026	116242	NORCAL FOOD EQUIPMENT	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	006347	$132.13
70890244	05/27/2026	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	$280.91

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70890245	05/27/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	89517192 office supplies	$39.67
70890245	05/27/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	89517192	$171.06
70890245	05/27/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	89517192	$537.38
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1009991541-4	$77.11
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1051658205-2	$78.09
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1338174927-7	$28.86
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1478060154-9	$13.48
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	2217489076-8	$7.48
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	3466590695-3	$84.98
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	9550188561-0	$201.26
70890246	05/27/2026	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	1297568514-5 MAY 2026	$193.99
70890247	05/27/2026	V000914	PRECISION GRAAGE DOOR SERVICE	106	PUBLIC SAFETY	2032-53170	JAIL	JAIL DOOR MAINTENANCE	$157.45
70890248	05/27/2026	101371	RED BLUFF GLASS COMPANY	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Chip repair # 421	$55.00
70890248	05/27/2026	101371	RED BLUFF GLASS COMPANY	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Door Glass Replacement # 421	$347.53
70890249	05/27/2026	115055	REEVES	106	PUBLIC SAFETY	2027-53110	SHERIFF	TE5RE	$24.27
70890249	05/27/2026	115055	REEVES	106	PUBLIC SAFETY	2032-53110	JAIL	TE5RE	$34.54
70890250	05/27/2026	133774	SERVICEWALA STORES LLC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Oil change# 679	$63.35

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70890251	05/27/2026	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	16129	$55.00
70890252	05/27/2026	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413120110065364	$146.62
70890253	05/27/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010391013S1C8405	$95.60
70890254	05/27/2026	114238	TALX UCEXPRESS	107	RISK MANAGEMENT	1101-53316	RISK MANAGEMENT	0216/CG2L00	$153.52
70890255	05/27/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	2061-53170	AGRICULTURE COMM	Annual Fire Extinguisher Insp	$605.71
70890255	05/27/2026	123478	WILGUS FIRE CONTROL INC	101	GENERAL FUND	2078-53170	DIV OF ANIMAL SE	Annual fire extinguisher insp	$60.00
70890263	05/27/2026	V001065	JOSE MEZA	106	PUBLIC SAFETY	2028-53290	AUTO SHOP	WINDSHIELD REPAIR TRAINING PRG	$199.00
70890267	05/27/2026	V000986	TEASHA MCLAUGHLIN	113	CHILD SUPPORT	5015-53290	CHILD SUPPORT SE	ANNUAL CHILD SUP CONF PARKING	$48.00
70890268	05/27/2026	123680	THOMAS MOSS	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	2026 CACASA SPRING CONFERENCE	$283.00
70890269	05/28/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Acct: 2144002	$320.89
70890272	05/28/2026	103526	APEX FENCE CO INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$351.26
70890273	05/28/2026	103939	AT&T	101	GENERAL FUND	1023-53120	ASSESSOR	9391032897	$32.35
70890273	05/28/2026	103939	AT&T	101	GENERAL FUND	6031-53120	AGRICULTURAL EXT	9391032866	$137.43
70890275	05/28/2026	122460	BIG VALLEY SANITATION INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	TCPW	$209.00
70890276	05/28/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC30	$9.51

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70890276	05/28/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	TC30	$9.51
70890276	05/28/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	TC30	$9.49
70890276	05/28/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	TC30	$9.51
70890277	05/28/2026	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	259503201 April 2026	$620.00
70890277	05/28/2026	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	259503201 Feb 2026 JDF	$750.00
70890277	05/28/2026	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	259503201 March 2026	$750.00
70890277	05/28/2026	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	259503201 May 2026	$750.00
70890279	05/28/2026	100376	CITY OF RED BLUFF	108	SOCIAL SERVICES	5013-53300	SOCIAL SERVICES	005573-000	$235.08
70890282	05/28/2026	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$512.60
70890283	05/28/2026	T0014207	DFM ASSOCIATES	101	GENERAL FUND	1052-53170	ELECTIONS	MAINTENANCE OF EQUIPMENT	$1,966.00
70890285	05/28/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	6097	$99.12
70890285	05/28/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	6031-53291	AGRICULTURAL EXT	6003	$611.96
70890287	05/28/2026	V000333	JANESSA HARTMANN	101	GENERAL FUND	6031-53291	AGRICULTURAL EXT	TRANSPORTATION EXPENSE	$46.20
70890288	05/28/2026	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53800	ROAD DEPARTMENT	Acct: 9906	$752.49
70890289	05/28/2026	101699	JOHN W CORNELISON DBA	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	TCPW	$12.86
70890292	05/28/2026	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	TEHAMA	$40.70
70890292	05/28/2026	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	TEHAMA	$40.36

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70890292	05/28/2026	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	TEHAMA	$102.92
70890292	05/28/2026	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TEHAMA	$25.90
70890294	05/28/2026	120101	MANDI SELVESTER	101	GENERAL FUND	2071-53230	CLERK - RECORDER	PROFESSIONAL/ SPECIAL SERV	$300.00
70890298	05/28/2026	134376	MATT HANSEN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$25.00
70890299	05/28/2026	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	$705.83
70890300	05/28/2026	V000784	MNG PARTNERSHIP HOLDINGS LLC	101	GENERAL FUND	1013-53240	CLERK OF THE BOA	Acct #2123821	$58.05
70890301	05/28/2026	V000449	MULTI SERVICE TECHNOLOGY SOLUT	106	PUBLIC SAFETY	2027-53170	SHERIFF	999049671177	$24.71
70890302	05/28/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	Assessor	$53.95
70890302	05/28/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	#1026	$33.18
70890303	05/28/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	89517192	$185.49
70890303	05/28/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	6031-53220	AGRICULTURAL EXT	89517192	$53.28
70890304	05/28/2026	132967	PACE ANALYTICAL SERVICES LLC	605	TC SANI DIST #1	60510-53230	TC SANITATION DI	Acct: 100166	$329.60
70890305	05/28/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	8965479131-1	$258.54
70890306	05/28/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	0017321861	$554.74
70890306	05/28/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	0017321861	$217.08
70890306	05/28/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	0017321861	$14.34
70890306	05/28/2026	102904	PITNEY BOWES	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	0017321861	$102.88

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70890307	05/28/2026	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$23,612.50
70890308	05/28/2026	107725	PRO DOCUMENT SOLUTIONS INC	101	GENERAL FUND	1052-53280	ELECTIONS	Cust #71825	$40,799.17
70890309	05/28/2026	132241	PS TECHNOLOGIES INC	101	GENERAL FUND	1031-53280	COUNTY COUNSEL	Invoice Number 17357	$2,625.00
70890311	05/28/2026	113168	SALAM INTERNATIONAL INC	101	GENERAL FUND	2072-53190	CORONER	530527	$629.22
70890313	05/28/2026	134616	SOUTH AVENUE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Acct: 100574	$38.76
70890314	05/28/2026	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$7,402.47
70890315	05/28/2026	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 1105191	$305.50
70890318	05/28/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$3,091.33
70890319	05/28/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$95.03
70890320	05/28/2026	129754	VICTOR COMMUNITY SUPPORT SERVI	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$8,952.86
70890322	05/28/2026	131152	BRODIE BILL	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/ SPECIAL SERV	$59.00
70890323	05/28/2026	103453	CALIFORNIA ASSOCIATION OF CLER	101	GENERAL FUND	2071-53220	CLERK - RECORDER	2026 CRM Manual	$150.00
70890324	05/28/2026	132393	CENTRAL VALLEY SALINITY COALIT	102	ROAD FUND	102-105580	N/A (FUND)	Acct: CV-SALTS 3257	$70.50
70890324	05/28/2026	132393	CENTRAL VALLEY SALINITY COALIT	605	TC SANI DIST #1	60510-53230	TC SANITATION DI	Acct: CV-SALTS 3257	$70.50
70890326	05/28/2026	136608	DANIELLE GOMEZ	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$33.00
70890328	05/28/2026	125335	DAVID LESTER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00

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70890331	05/28/2026	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Orange Jobsite Cards printing	$40.31
70890332	05/28/2026	133497	GREG JONES	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00
70890333	05/28/2026	V000978	HANNAH BERGEN ZIYADINOVA	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	2026 EMERGENCY PREPAREDNESS TR	$181.00
70890334	05/28/2026	125516	HAROLD MORRIS CRAIN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$25.00
70890335	05/28/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT		$156.00
70890335	05/28/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53270	ROAD DEPARTMENT		$28.72
70890335	05/28/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT		$21.58
70890336	05/28/2026	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct# 6098	$544.17
70890339	05/28/2026	124962	MARTHA SLACK	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00
70890340	05/28/2026	134376	MATT HANSEN	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$25.00
70890342	05/28/2026	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct: 7551779389-1	$27.67
70890343	05/28/2026	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	Acct: 20266359	$1,500.00
70890344	05/28/2026	V000086	ROBERT BURROUGHS	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00
70890347	05/28/2026	122150	SHASTA COUNTY SHERIFF	106	PUBLIC SAFETY	2032-53290	JAIL	TEHAMA CO SHERIFFS	$4,250.00
70890348	05/28/2026	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 13813	$70.00

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70890349	05/28/2026	V000879	STEVEN ZANE	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$25.00
70890350	05/28/2026	121493	SUSANNA WADDELL	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	UCDAVIS TRAINING	$307.98
70890351	05/28/2026	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5022-471100	PUBLIC ASSISTANC	CPS Client Services - 2014948	$200.00
70890352	05/28/2026	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	$1.61
70890352	05/28/2026	109469	TERESA CURIEL TRUSTEE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$287.37
70890353	05/28/2026	124961	TODD HAMER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00
70890354	05/28/2026	V000085	TOM WALKER	603	TC FLOOD CTRL/WA	60310-53210	TC FLOOD CTRL/WA	MISCELLANEOUS EXPENSE	$50.00
70890355	05/28/2026	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53304	RISK MANAGEMENT	WrksComp2ndInstall	$2,014,325.50
70890355	05/28/2026	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53306	RISK MANAGEMENT	GLandPollution2ndInstall	$1,113,504.00
70890355	05/28/2026	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53307	RISK MANAGEMENT	PropertyInsur2ndInstall	$178,884.00
70890355	05/28/2026	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53318	RISK MANAGEMENT	MedMal2ndInstall	$83,003.50
70890357	05/29/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/ SPECIAL SERV	$520.00
70890358	05/29/2026	103939	AT&T	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	9391055756 BAN DRC	$65.19
70890359	05/29/2026	103939	AT&T	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	9391032913	$79.75
70890360	05/29/2026	107169	BAY ALARM	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	890266	$125.00

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70890361	05/29/2026	111995	BETTER CHOICES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$5,400.00
70890362	05/29/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$360.00
70890362	05/29/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	363203-1	$25.30
70890362	05/29/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	363203-1 DRC	$25.30
70890363	05/29/2026	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	TEHCA5	$968.88
70890365	05/29/2026	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	13788	$5,666.95
70890366	05/29/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	194283-1 SNP	$156.94
70890366	05/29/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	214109-1	$42.44
70890366	05/29/2026	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	214109-1 JDF	$64.27
70890367	05/29/2026	119714	ERIK SCHNITZLER	101	GENERAL FUND	7033-53170	RED BLUFF VETERA	PO 429236	$495.00
70890368	05/29/2026	142511	GRAINGER INC	106	PUBLIC SAFETY	2032-53170	JAIL	834413163	$96.92
70890369	05/29/2026	136594	HOBART FOOD EQUIPMENT	101	GENERAL FUND	7033-53170	RED BLUFF VETERA	MAINTENANCE OF EQUIPMENT	$1,005.62
70890370	05/29/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$636.21
70890371	05/29/2026	130394	MALLORY SAFETY AND SUPPLY, LLC	106	PUBLIC SAFETY	2027-53280	SHERIFF	120581	$1,005.78
70890372	05/29/2026	111533	METALS DIRECT	101	GENERAL FUND	2074-53230	EMERGENCY OPERAT	PROFESSIONAL/ SPECIAL SERV	$23,178.03
70890373	05/29/2026	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	$132.78
70890374	05/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0348332864-1	$110.83

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70890374	05/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3385246924-7	$64.90
70890374	05/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3395590579-0	$138.82
70890374	05/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7477614270-0	$60.63
70890374	05/29/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9221579500-3	$869.19
70890375	05/29/2026	101267	PEERLESS BUILDING MAINT INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$8,277.00
70890376	05/29/2026	102904	PITNEY BOWES	106	PUBLIC SAFETY	2027-53220	SHERIFF	30922033	$500.00
70890377	05/29/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$902.88
70890377	05/29/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	INMATE FOOD	$617.77
70890377	05/29/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	$36.23
70890378	05/29/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$1,334.55
70890378	05/29/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	692071 JDF	$238.64
70890378	05/29/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	717115 SNP	$624.54
70890379	05/29/2026	103876	QUALITY SURFACING, INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	MTCE STRUCT-IMPRV-GROUNDS	$30,875.00
70890380	05/29/2026	123950	RAY HART & TERRY HART	101	GENERAL FUND	7033-53180	RED BLUFF VETERA	PO 429237	$195.00
70890382	05/29/2026	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53230	FIRE SCH C VOL	J3182	$465.08
70890383	05/29/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	05/18/2026 JDF 2 CS ORG	$100.80
70890383	05/29/2026	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	05/18/26 1 WATRM SNP	$36.92
70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$3,930.79
70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$263.84

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70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	346486 DRC	$743.29
70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486	$2,243.32
70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	346486 SNP	$1,699.91
70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486	$112.55
70890384	05/29/2026	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	346486 DRC	$247.00
70890385	05/29/2026	121395	ULINE	101	GENERAL FUND	2072-53220	CORONER	23667534	$127.39
70890386	05/29/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$2,552.78
70890386	05/29/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$169.92
70890387	05/29/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2027-5323016	SHERIFF	208362	$420.60
70890388	05/29/2026	128858	VICTORY SUPPLY	106	PUBLIC SAFETY	2032-531102	JAIL	442 TEHAMA CO JAIL	$2,340.75
70890390	05/29/2026	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	5273110	$93.38
70890394	05/29/2026	103756	CHRIS DITTNER	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Housing Deposit Client #230	$1,295.00
70890395	05/29/2026	V000028	ERICK CORRAL	106	PUBLIC SAFETY	2027-53295	SHERIFF	ASSET SEIZURE FORFEITURE	$38.00
70890396	05/29/2026	V001071	FIRST MISSIONARY BAPTIST CHURC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$170.00
70890397	05/29/2026	V001071	FIRST MISSIONARY BAPTIST CHURC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$170.00
70890400	05/29/2026	129972	JAMES WHITE	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	ASSET SEIZURE	$38.00
70890403	05/29/2026	T0033040	ROY MITCHELL	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	JUNE 2026	$1,581.79

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70890404	05/29/2026	111414	STEPHEN HOAG	106	PUBLIC SAFETY	2027-53295	SHERIFF	ASSET SEIZURE FORFEITURE	$38.00

Tehama County

Agenda Request Form

File #: 26-0965 **Agenda Date:** 6/16/2026 **Agenda #:** 2.

DEPARTMENT OF AGRICULTURE

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint applicant as Wildlife Specialist/Liaison, Range 39, Step B, upon successful completion of all pre-employment requirements

Financial Impact:
Funding for this position is available through salary savings within the Department’s existing FY 25/26 budget.

Background Information:
The position requires at least three years of experience in biological or physical sciences, one year of program leadership or management, and five years of hunting or trapping experience.

The candidate brings over two decades of experience of work in these fields, demonstrating long-term commitment, technical depth, seasoned and reliable leadership, a strong understanding of wildlife behavior and safe, effective field operations.

Overall, the candidate not only meets each qualification but significantly exceeds them, offering a level of experience that will strengthen the Department’s goal of effectively addressing the emerging challenges associated with the increasing wildlife activity.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 39, Step B, upon successful completion of all pre-employment requirements.

OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling reasons exist to start an individual at a higher step.*

**Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.*

FROM:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Wildlife Specialist/Liaison at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. $ 33.59 Step A Request: $ 35.27 Step B

2. Total applications received during recruitment for this position: 8
   Total number of "qualified" applicants: 6

3. Justification for requesting higher step than A:

- Minimum of 3 years of experience in biological or physical science related fields – **candidate 20+ years**
- Minimum of 1 year experience as program lead or manager – **candidate 20+ years**
- Minimum of 5 years of experience hunting or trapping – **candidate 20+ years**

4. How has the Department budgeted for this additional cost?
Funding for this position is available through salary savings within the department's existing FY 25/26 budget.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-1042 **Agenda Date:** 6/16/2026 **Agenda #:** 3.

DEPARTMENT OF AGRICULTURE/DIVISION OF ANIMAL SERVICES

Requested Action(s)
a) TRANSFER OF FUNDS: ANIMAL SERVICES, B-81 - From Other Government Agencies (2078-450740), $8,765 to Contingency (1109-59000), $8,765: and From Contingency (1109-59000) to Professional Services (2078-53230), $8,765 **(Requires a 4/5's vote)**
Financial Impact:
The funds for the transfer are from unanticipated revenue to be received in account 2078-450740, Other Government Agencies.

Background Information:
The Division's existing computers have reached the end of their usable life and are barely capable of supporting essential functions. The computers are still running on Windows 10, which has reached its end-of-support, and do not contain processors compatible with Windows 11. To maintain continuity of services, the Division needed to replace the computers in a timely manner.

Due to the current economy, ongoing tariffs, and a global demand for components, the vendor's quote for the new computers was only valid for two weeks. This did not allow enough time to bring a budget adjustment request to the Board before the purchase deadline. To secure the quoted pricing, the Division moved budget from its Professional Services expense account (2078-53230) to its Internal Assets expense account (2078-53800).

The Division is now requesting approval to reinstate the funds into the Professional Services account using unanticipated revenue to be received in Other Government Agencies, ensuring the account is restored to its appropriate operating level. In addition to the cost of the computers, the total amount being transferred includes $1,980 in labor for configuring and replacing the new computers.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-81

DEPARTMENT NAME Animal Services

Date: 5/26/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source Unanticipated revenue to be received

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2078	450740	Other Government Agencies	$ 8,765.00	1109	59000	Contingency	$ 8,765.00
1109	59000	Contingency	$ 8,765.00	2078	53230	Professional Services	$ 8,765.00
		Total Journal	**$ 17,530.00**			Total Journal	**$ 17,530.00**

TRANSFER APPROVED

Vanessa Martinez 6/9/26

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 5/26/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

Tehama County

Agenda Request Form

File #: 26-0951 **Agenda Date:** 6/16/2026 **Agenda #:** 4.

FIRE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Tehama County Fire Finance Representative to sign the Assistance By Hire Agreement with CAL FIRE for rental of County fire equipment for use within the CAL FIRE protection area, and coverage behind State engine commitments at the rates listed, effective 7/1/2026 through 6/30/27

Financial Impact:
Positive revenues are generated from equipment rentals, account 2042-461060.

Background Information:
The funds received from the rentals are used to purchase replacement fire equipment and/or offset revenue shortfalls. If an engine is used more than 2 hours on a State Responsibility incident, the County is reimbursed per hour from the start of the fire. Also, if the CAL FIRE Unit's resources are low due to fire activity, County engines will be utilized to cover the State's stations and camps. Laurianne Griffin would be signing as the Vendor or Authorized Agent. Monty Smith will be signing on behalf of CAL FIRE. Without this agreement the State would be unable to use County equipment as a means of covering Tehama County when State engines are committed. This agreement is effective 7/1/2026 through 6/30/2027.

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

TEHAMA-GLENN UNIT
ASSISTANCE BY HIRE AGREEMENT

ORDERING OFFICE: TEHAMA GLENN UNIT		FI$CAL SUPPLIER ID
CAL FIRE / TEHAMA GLENN UNIT 604 Antelope Blvd. Red Bluff, CA 96080 (530) 528-5199		0000011876
		DATE: 7/1/2026 to 6/30/2027
Department/District name and address:		EIN/SSN: 94-6000543
Tehama County Fire Department 604 Antelope Blvd. Red Bluff, CA 96080 Fire Chief: Monty Smith (530) 528-5199		Only CAL FIRE requested and agreed-to equipment and staffing will be reimbursed.
Telephone Number (day):	530-528-5199	
Telephone Number (night):	530-528-5199	

	ITEM DESCRIPTION	RATE (Hourly or Daily)
a.	Battalion Chief	$57.24 / Per Person Per Hour
b.	Co./App. Officer/ Engineer	$44.97 / Per Person Per Hour
c.	Firefighter/ FF-Pmedic	$44.97 / Per Person Per Hour
d.	Fire Safety Inspector	$53.05 / Per Person Per Hour
e.	Mechanic Service Truck (1 Mechanic)	$1,175.00 / Daily, Equipment/Personnel
f.	Mechanic Service Truck Hrly (1 Mechanic)	$146.92 / Per Hour, Equipment/Personnel
g.	Type I Engine	$162.44 / Per Hour, Equipment Only
h.	Type II Engine	$115.72 / Per Hour, Equipment Only
i.	Type III Engine	$90.66 / Per Hour, Equipment Only
j.	Type V - VII Engine	$82.87 / Per Hour, Equipment Only
k.	Water Tender Tactical I	$98.04 / Per Hour, Equipment Only
l.	Water Tender Tactical II	$97.76 / Per Hour, Equipment Only

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

TEHAMA-GLENN UNIT
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CAL FIRE / TEHAMA GLENN UNIT 604 Antelope Blvd. Red Bluff, CA 96080 (530) 528-5199		0000011876 DATE: 7/1/2026 to 6/30/2027 EIN/SSN 94-6000543
Department/District name and address: Tehama County Fire Department 604 Antelope Blvd. Red Bluff, CA 96080 Fire Chief: Monty Smith (530) 528-5199		Only CAL FIRE requested and agreed to equipment and staffing will be reimbursed.
Telephone Number (day):	530-528-5199	
Telephone Number (night):	530-528-5199	

	ITEM DESCRIPTION	RATE (Hourly or Daily)
m.	Breathing Support	$59.00 / Per Hour, Equipment Only
n.	UTV	$250.00 / Daily, Equipment Only
o.	UTV Trailer	$150.00 / Daily, Equipment Only
p.	Pickup (1/2-ton 4x4)	$176.00 / Daily, Equipment Only
q.	SUV	$242.00 / Daily, Equipment Only
r.	Other (3/4 Ton & above)	$197.00 / Daily, Equipment Only

Special Provisions: Water tenders in operation for more than 16 continuous hours require 2 operators. See additional Rates on Page 1. See additional Provisions on Page 3.

Contracting Agent's Signature	Date	Print Name And Title
DocuSigned by: Laurianne Griffin 72D23E27D063433...	7/1/2026	Laurianne Griffin, Analyst II
CAL FIRE Agent's Signature	**Date**	**Print Name And Title**
DocuSigned by: Monty Smith 256D9C587E4244F...	7/1/2026	Monty Smith, Fire Chief

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

SPECIAL PROVISIONS

1 PROTECTION AREA

This annual operating agreement is in accordance with the terms and conditions of the CALIFORNIA FIRE ASSISTANCE AGREEMENT (CFAA).

This AGREEMENT will cover the area of Tehama and Glenn Counties within the Direct Protection boundaries of the CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE).

TEHAMA COUNTY FIRE DEPARTMENT (TCFD) resources required for fires outside Tehama County will be ordered utilizing procedures established in the current CALIFORNIA FIRE ASSISTANCE AGREEMENT (CFAA), unless otherwise agreed upon.

2 DISPATCHING PROCEDURES

All requests for resources will be made through the CAL FIRE/TCFD Emergency Command Center.

3 REIMBURSEMENT

Reimbursement may be authorized by the CAL FIRE Incident Commander (IC) when TCFD resources are committed to a wildland fire within the CAL FIRE protection area for more than two (2) hours. Reimbursement will not routinely be made for fires within the jurisdiction of the Tehama County Fire Department. Reimbursement will be at the Hourly or Daily rate retroactive to the time of dispatch, when the minimum time requirement is met. A maximum of two (2) hours may be reimbursed for equipment rehabilitation with the CAL FIRE IC's approval. Reimbursement will be processed upon receipt of invoice.

All emergency apparatus and Engine Company Personnel and Overhead at or below Strike Team/ Task Force Leader will be reimbursed for the entire time of commitment. Equipment and personnel will be reimbursed up to 24 hours per day.

Time will be recorded on a Shift Ticket with a signed and printed name of an authorized CAL FIRE representative.
TCFD must submit a legible copy of the Shift Ticket with the invoice.

Hourly Apparatus Rates and Personnel Rates include Worker's Compensation Rates and Unemployment Rates.

4. INVOICING

TCFD must invoice CAL FIRE. All invoices must include supporting documentation.

The Administrative Rate of 15.00% will only be paid if TCFD provides an invoice to CAL FIRE.

Note: All equipment hired on this agreement will be required to carry an approved burn kit when assigned.

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

Tehama County Fire Department

Annual Operating Plan Methodolgy

July 1, 2026 - June 30, 2027

Personnel reimbursement per current Cal OES Salary Survey or Actual Cost						
Classification	**Straight Time Rate**	**Blended or Overtime Rate**	**Personnel Unemployment Rate**	**Personnel Workers Comp Rate**	**Total**	
Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Deputy Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Division Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Assistant Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Battalion Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Co. Officer/ Capt./ Lt.	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Co./App. Officer/ Engineer	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Firefighter/ FF-Pmedic	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Apprentice FF	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Fire Safety Inspector	$ 35.21	$ 52.82	0.002%	0.450%	$ 53.05	/ Per Person Per Hour

-

-

Apparatus reimbursement at curent Cal OES rates		
Description	**Hourly Apparatus Rate**	
Type I Engine	$ 162.44	/ Per Hour, Equipment Only
Type II Engine	$ 115.72	/ Per Hour, Equipment Only
Type III Engine	$ 90.66	/ Per Hour, Equipment Only
Type V - VII Engine	$ 82.87	/ Per Hour, Equipment Only
Water Tender Tactical I	$ 98.04	/ Per Hour, Equipment Only
Water Tender Tactical II	$ 97.76	/ Per Hour, Equipment Only
Mechanic Service Truck (1 Mechanic)	$ 1,175.00	/ Daily, Equipment/Personnel
Mechanic Service Truck Hrly (1 Mechanic)	$ 146.92	/ Per Hour, Equipment/Personnel
Breathing Support	$ 59.00	/ Per Hour, Equipment Only

Support Equipment per current Cal OES Reimbursement Rates				
Description	**Staffing**		**Daily Apparatus Rate**	
UTV	0		$ 250.00	/ Daily, Equipment Only
UTV Trailer	0		$ 150.00	/ Daily, Equipment Only
Pickup (1/2-ton 4x4)	0		$ 176.00	/ Daily, Equipment Only
SUV	0		$ 242.00	/ Daily, Equipment Only
Other (3/4 Ton & above)	0		$ 197.00	/ Daily, Equipment Only
Engine Standby	0		$ 500.00	/ Daily, Equipment Only

Administrative rate	15.00%

Docusign Envelope ID: 2CE86202-4446-4440-B498-0009C05ABBD7

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ASSISTANCE BY HIRE AGREEMENT

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		DATE: 5/1/25 to 6/30/26
Department/District name and address:		EIN/SSN: 94-6000543
Tehama County Fire Department 604 Antelope Blvd. Red Bluff, CA 96080 Fire Chief: Monty Smith (530) 528-5199		Only CAL FIRE requested and agreed-to equipment and staffing will be reimbursed.
Telephone Number (day):	530-528-5199	
Telephone Number (night):	530-528-5199	
Fax Number:	530-529-8538	

	ITEM DESCRIPTION	RATE (Hourly or Daily)
a.	Battalion Chief	$57.24 / Per Person Per Hour
b.	Co. Officer/ Capt./ Lt.	$44.97 / Per Person Per Hour
c.	Firefighter/ FF-Pmedic	$44.97 / Per Person Per Hour
d.	Fire Safety Inspector	$53.05 / Per Person Per Hour
e.	Mechanic Service Truck (1 Mechanic)	$1,175.00 / Daily, Equipment/Personnel
f.	Mechanic Service Truck Hrly (1 Mechanic)	$146.92 / Per Hour, Equipment/Personnel
g.	Type I Engine	$173.47 / Per Hour, Equipment Only
h.	Type II Engine	$163.55 / Per Hour, Equipment Only
i.	Type III Engine	$156.74 / Per Hour, Equipment Only
j.	Type IV - VII Engine	$150.47 / Per Hour, Equipment Only
k.	Water Tender Tactical I	$148.07 / Per Hour, Equipment Only
l.	Water Tender Tactical II	$127.21 / Per Hour, Equipment Only

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r.	Other (3/4 Ton & above)	$270.00 / Daily, Equipment Only

Special Provisions: Water tenders in operation for more than 16 continuous hours require 2 operators. See additional Rates on Page 1. See additional Provisions on Page 3.

Contracting Agent's Signature	Date	Print Name And Title
DocuSigned by: Laurianne Griffin 72D23E27D063433...	5/1/2025	Laurianne Griffin, AGPA
CAL FIRE Agent's Signature	**Date**	**Print Name And Title**
DocuSigned by: Monty Smith 236D9C367E4244F...	5/1/2025	Monty Smith, Fire Chief

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Time will be recorded on a Shift Ticket with a signed and printed name of an authorized CAL FIRE representative. TCFD must submit a legible copy of the Shift Ticket with the invoice.

Hourly Apparatus Rates and Personnel Rates include Worker's Compensation Rates and Unemployment Rates.

4. INVOICING

TCFD must invoice CAL FIRE. All invoices must include supporting documentation.

The Administrative Rate of 15.00% will only be paid if TCFD provides an invoice to CAL FIRE.

Note: All equipment hired on this agreement will be required to carry an approved burn kit when assigned.

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Tehama County Fire Department

Annual Operating Plan Methodolgy

May 1, 2025 - June 30, 2026

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					-	-

Apparatus reimbursement at curent Cal OES rates		
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SUV	0		$ 283.00	/ Daily, Equipment Only
Other (3/4 Ton & above)	0		$ 270.00	/ Daily, Equipment Only
Engine Standby	0		$ 500.00	/ Daily, Equipment Only

Administrative rate	15.00%

Tehama County

Minutes Certification

File Number: 25-1014 **Enactment Number: MISC. AGR 2025-169**

7. FIRE **25-1014**

a) AGREEMENT - Request approval and authorization for the Tehama County Fire Finance Representative to sign the Assistance By Hire Agreement with CAL FIRE for rental of County fire equipment for use within the CAL FIRE protection area, and coverage behind State engine commitments at the rates listed, effective 5/1/25 through 6/30/26

Enactment No: MISC. AGR 2025-169

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Greg Jones
SECONDER:	Pati Nolen
AYES:	Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/17/2025.

Attest: **June 20, 2025**

Date Certified

E-Contract Review
Approval as to Form

Department Name: County of Tehama Fire Department

Vendor Name: Cal-Fire-TGU

Document Description: Assistance by Hire Agreement

APPROVED AS TO FORM:

Date: 6/1/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0925 **Agenda Date:** 6/16/2026 **Agenda #:** 5.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Northern California Youth and Family Programs for the purpose of providing an Independent Living Program for foster youth, with maximum compensation not to exceed $104,631, effective 7/1/26 and shall terminate 6/30/27

Financial Impact:
The costs for this contract are planned in the FY 26/27 budget in 5013-532300, Professional Services. This contract will be funded with Federal funds via the Independent Living Program Allocation as well as State 2011 Realignment Local Revenue Funds. There is no impact to the General Fund.

Background Information:
This is a contract renewal. Tehama County is required to provide the Independent Living Program (ILP) to all eligible foster youth ages 15-18 and former foster youth up to age 21. Participation in the ILP is optional. The ILP offers case management, support, education, and access to resources for youth in out-of-home care as either a foster or probation youth, including youth who have aged-out or exited the foster care system. In order to facilitate their successful transition to self-sufficient adulthood, outcomes expected through this agreement are for participants to receive their high school diploma or equivalent; enroll in college or higher education or complete vocational training; and to attain employment or other means of support.

AGREEMENT BETWEEN
THE COUNTY OF TEHAMA AND
NORTHERN CALIFORNIA YOUTH AND FAMILY PROGRAMS

This agreement is entered into between the County of Tehama, through its Department of Social Services, ("County") and Northern California Youth and Family Programs ("Contractor") for the purpose of providing an Independent Living Program (ILP) in Tehama County.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide services in accordance with the Scope of Work, Exhibit D, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit C, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Contractor shall invoice County at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit E. The Maximum Compensation payable under Agreement shall not exceed $104,631. Contractor may, with County approval, reallocate funds among each of the major cost categories listed in Exhibit E, to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately

repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice (Exhibit F) for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, Contractor shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. Contractor will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2027, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

10. **EMPLOYMENT STATUS**

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

11. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

12. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

13. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities,

costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are

equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

16. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

17. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

18. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

19. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:	**NOTICES TO CONTRACTOR:**
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Michelle Dahlgren, Director Northern California Youth and Family Programs 2577 California Park Dr. Chico, CA 95928 Phone: (530)893-1614
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	**PERSON RESPONSIBLE FOR REPORTING:**

Kimberly Granados, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4170 Fax: 530-527-5410	Janine LoBue Northern California Youth and Family Programs 2577 California Park Dr. Chico, CA 95928 Phone: (530)893-1614
INVOICES SUBMITTED TO COUNTY:	**PERSON RESPONSIBLE FOR INVOICING:**
Submit invoices by email to: Accountspayable@tcdss.org	Michelle Moore, Staff Accountant Northern California Youth and Family Programs 2577 California Park Dr. Chico, CA 95928 Phone: (530) 893-1614

Notice shall be deemed to be effective two days after mailing.

20. **NON-EXCLUSIVE AGREEMENT:**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

21. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

22. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

23. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

24. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

25. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

26. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

27. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to

1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

28. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through F, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

29. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Contractor, with the exception of materials that are made confidential by applicable state and federal law, during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

30. **DOCUMENTS AND RETENTION**

1. Contractor and County agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State, or Federal government representatives.

2. Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.

3. Contractor shall develop and maintain records concerning the services provided pursuant to this agreement. Contractor shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Contractor shall fully cooperate with the County in providing any information needed by any governmental entity concerning this agreement.

31. **SEXUAL HARASSMENT**

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

32. **CONFLICT OF INTEREST**

Contractor and Contractor's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

33. **CONFIDENTIALITY**

The intent of this agreement is for the Contractor to provide an Independent Living Program in Tehama County. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

3.) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

34. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is

discontinued or decreased, this agreement shall no longer be binding upon the County or the Contractor, effective with the date funding is discontinued or decreased.
In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

35. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

The County may monitor the Contractor's performance to assure compliance with the terms, conditions, and specifications of this agreement.

Contractor shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to County at any time. This shall include informing recipients of their right to a State hearing.

The County may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the Contractor or any person employed by Contractor, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

36. MISCELLANEOUS PROVISIONS

Contractor will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of $10,000.00, Contractor is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of $100,000.00, Contractor is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

37. DUPLICATION OF SERVICES AND REFERRALS

Contractor, Contractors' employees and partners, and any Sub-Contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

Contractor certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of County funding.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Date: _____

_____
Bekkie F. Emery, Director

NORTHERN CALIFORNIA YOUTH AND FAMILY SERVICES

Date: _____

_____
Michelle Dahlgren, Director

104821
Vendor Number

5013-532300
Budget Account Number

93.674
Federal Funding CFDA #

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability
Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation
If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)
If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

Sexual Abuse & Molestation (SAM) Liability

Contractor shall obtain and maintain Sexual Abuse & Molestation Liability coverage with limits of liability no less than $1,000,000 per occurrence or claim and $2,000,000 aggregate.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT B

NONDISCRIMINATION CLAUSE

The Contractor agrees to 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; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; 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 35], 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 age, sex, color disability, national origin, race, marital status, religion or political affiliation 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 financial assistance; and HERREBY GIVES 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 HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor 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 11135-11139.5, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT C

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:

i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;

iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility

C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.

D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.

E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.

F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT D
SCOPE OF WORK

Independent Living Program (ILP)
Northern California Youth and Family Programs

Contractor Responsibilities and Program Objectives

The Independent Living Program (ILP) is intended to help youth transition from foster care to independent living. An ILP Coordinator will provide services offering case management, education support, and access to resources, for youth eligible to the program as a result of placement in out-of-home care, as either a foster or probation youth, including youth who have aged-out/exited the foster care system. An ILP Coordinator will address the youth's educational, career, and personal needs and/or goals, while working in collaboration with the youth's caregiver, social worker, and other relevant persons.

Contractor's services will adhere to the Strengthening Families Framework (youth resilience, social connections, concrete support in times of need, knowledge of youth development, and social and emotional competence). Contractor will provide trauma informed case management with all youth. At initial contact, the ILP Coordinator will begin to identify needs and develop a transition plan.

Program Outcomes

ILP youth will be adequately prepared for a self-sufficient adulthood through completing activities, including but not limited to:

1. Receipt of high school diploma or completion of an equivalent/alternative certificate
2. Enrollment in college/higher education
3. Receipt of ILP skills services
4. Completion of vocational training
5. Employment and other means of support

Youth working regularly with Tehama ILP will learn life skills related to money management, health and wellness, home management, education, and employment. Contractor recognizes that each youth needs varying levels of support to become successful which is the reason for our individualized casework model.

Additionally, the ILP Coordinator shall be dedicated to ensuring that all ILP youth achieve permanency by reunification, guardianship or adoption and/or by establishing meaningful, committed life-long connections with one or more adults.

Major Activities

1. Intake
    a. Upon receiving referral from County, the ILP Coordinator will determine eligibility for ILP services by looking at age and placement type. Eligible youth are then entered into a database and an ILP case file is created. Youth are assigned the ILP program manager. Prior to contacting the youth, the ILP program manager contacts all parties involved with the youth (social worker, probation officer, FFA, etc.) to gather information about the youth and plan effectively. This is logged in the youth's ILP case file.
2. Out of County Referral
    a. Referrals for dependents placed out of county, will be reviewed by the ILP Coordinator to determine eligibility. If eligible the referral and short letter will be forwarded by the ILP Coordinator to the county in which the youth resides to receive ILP services. The Coordinator will request quarterly reports to review the youth's participation.
3. Initial Appointment
    a. Youth will be contacted by the ILP program manager to discuss ILP services, ILP workshops, social events, and any upcoming special events in Tehama County. Youth and the ILP program manager will work together to set both short and long term goals. ILP program manager will assess whether the youth has personal documents including birth certificate, California Identification Card (CA ID), and Social Security Card and help to obtain them if not. The importance of education and employment is discussed with the youth at this initial appointment.
    b. With the passage of AB 12 youth are now eligible to stay in care until age 21. Starting at the initial appointment, this is discussed with youth so that they can determine for themselves, if Extended Foster Care is appropriate.
4. Contact with Youth

a. The ILP program manager will be flexible when meeting with youth. This includes allowing for the ILP appointments to take place in the youth's home, agency office, restaurants, school, work, or in the community. Contact ranges from weekly to monthly and is in the form of phone check-ins, Team Planning Meetings, appointments, workshops, social events, and community events. As the youth nears their 17th birthday, Extended Foster Care (EFC) option, (ILP will set up meetings for youth to interview TH programs to participate in EFC, if the youth decides to opt in to AB12), educational and vocational plans become the main focus. All contacts will be documented by the ILP program manager in the notes section of the youth's file. ILP will also create a monthly newsletter to send to youth and other service providers to share what events are upcoming. This will be posted on Facebook as well.

5. Transitional Independent Living Plan (TILP)
    a. ILP staff will participate, to the extent possible and appropriate, in the development and achievement of goals of each youth's Transitional Independent Living Plan (TILP) and 90-Day Transition Plan.
    b. THPP, THP+NMD, and THP+ allow youth to live independently. ILP reviews these options during the initial appointment and throughout youth's time in the program. ILP will help facilitate the first team meeting and will assist throughout the process.

Intended Client Outcomes

1. Participation of the ILP Coordinator in the development and achievement of each youth's TILP will encourage more customized and useful plans and greater likelihood of attainment of the goals set forth therein.
    a. Provide life skills education for youth in workshops when possible, small group and/or individual format.
        i. Education should be related to the youth's specific needs and goals as outlined in their TILP and 90-Day Transition Plan. ILP utilizes the Ansell Casey Life Skills Assessment (ACLSA), to identify the areas youth might need more support. This assessment will be completed by the youth every 6 months to determine the evolving needs of the youth. Some education topics may include: personal health; job and career development; daily living skills (e.g.

cooking, housekeeping, home safety, and vehicle maintenance); finances (e.g. budgeting, personal finance management, and taxes); adulthood and the law.

ii. Workshops will be suggested by ILP youth, the ILP Advisory board, or when there is a need to get information quickly to multiple youth. The topics of these workshops may vary, but could include; banking, budgeting, financial aid, healthy relationships, etc.

2. Youth gain the skills and knowledge necessary for successful self-sufficient adulthood.
    a. Provide opportunities for youth to participate in conferences, retreats, and/or other activities that encourage, support and inform youth, such as senior portraits and college tours.
        i. ILP will connect with youth regarding their educational goals. This includes meeting with school counselors, encouraging school-based goals, and attending Individual Education Plan (IEP) meetings when invited. The ILP program manager will attend each youth's graduation ceremony and take pictures of them in their cap and gown.
        ii. Social events are for youth who want to meet other ILP youth. There will not be a set agenda, but rather this is an opportunity for them to meet and talk: ILP teams with Tehama County Department of Education and Delta Kappa Gamma (DKG) Beta Lambda Chapter in presenting graduates with gifts. For example, household items, educational supplies and electronic communications.
        iii. ILP Gives Back coordinates events where youth are given the opportunity to give back to the community in which they live.
        iv. Life Files folders are provided and labeled with important life categories that allow the youth to keep important documents and papers in one organized central location.
3. Youth are provided with opportunities to experience encouragement and support from peers and the community and build relationships that last into adulthood. Youth are provided the chance to receive information about programs and opportunities, including college or technical schools.
    a. Provide case management and advocacy and facilitate access to appropriate resources and activities in order to assist youth with transition to self-sufficient adulthood. For

example, assist youth with access to vocational and/or academic testing, college enrollment/financial aid, job training center (resumes, etc.), driver's training, housing and/or any other activity or resource as necessary to help prepare the youth for successful transition.

i. ILP assists youth in creating a resume and completing applications. ILP will help youth obtain appropriate interview clothing and, once hired, necessary work attire. Youth's interview skills will be improved by reviewing example interview questions with ILP staff. Contractor has created a worksheet to assist youth with tracking submitted applications (who, when, and where). ILP staff assist youth through the use of different web sites to search for employment. ILP will link youth to professionals in the community to interview, job shadow, and learn about different professions. Youth with disabilities will be connected with the Department of Rehabilitation (DOR) to learn job skills and secure employment.
ii. ILP will work with youth regarding their health needs, including mental health services, counseling (through victim witness), and encouraging regular physicals and dental check-ups. Additionally, ILP reviews preventative care, STD awareness, and support with birth control options. ILP works to connect LGBTQ youth to appropriate resources.
iii. ILP works with pregnant and parenting youth to make referrals to appropriate programs and various agencies.
iv. CPR 1st Aid will be provided to the youth free of cost from the Butte County ILP Coordinator.
v. The ILP program manager will assist and support youth with other life events, including funerals, baby showers, weddings, school, and community activities.
vi. County social worker will provide proof of dependency letter to ILP youth to apply for financial aid and to participate in programs at colleges or universities that provide services for current and former foster youth.
vii. ILP will help youth with transportation, including bus passes, bike donations, and assistance with driver's license.

viii. Information regarding ILP in Tehama County will be found on the Contractor's website.

4. Youth receive the appropriate support and advocacy services to help them prepare for successful transition.
    a. ILP supports and actively participates with the Tehama County chapter of the California Youth Connection (CYC). Youth are provided information about CYC meetings at their initial appointment and throughout their time in ILP. The ILP Coordinator will be an adult supporter who can provide transportation and answer questions. Contractor also has a social worker who is a youth supporter. Youth will be taken to CYC's Day at the Capitol event in Sacramento to encourage them to participate in their local chapter.
5. Youth involved in ILP and the Tehama County chapter of CYC will benefit from the connection between the two entities.
    a. Offer exit surveys to all youth whose eligibility and/or involvement with the ILP program is ending. Emancipated foster youth are contacted 90 days after they stop receiving ILP services. ILP attempts to get youth to complete an online (or mail-in) survey pertaining to their self-sufficiency status and quality of life.
6. Review of exit surveys will provide an opportunity to evaluate ILP activities and outcomes (as perceived by the youth) to inform the continual improvement of the program.
    a. Obtain missing data regarding ILP youth as needed by County (e.g., education status). Facilitate completion of National Youth in Transition Database (NYTD) surveys to ensure all eligible emancipating and aftercare ILP youth complete a survey to meet the County's NYTD requirements. ILP Coordinator will be expected to implement strategies to support youth in completing their survey. For example, travel to the youth's home with a laptop to have the youth complete the survey online.
7. Youth services are accurately tracked and recorded in Child Welfare Database System and in turn submitted to California Department of Social Services as required. Youth within survey cohorts complete survey within required timeframe.
    a. Maintain an incentive program for youth participating in the ILP program. ILP uses monetary incentives to motivate youth and to recognize tasks/goals that they have accomplished. This helps youth to practice using money and to

budget. These are not given as entitlements. The ILP program manager has the flexibility to tailor the incentive to the needs of the youth.

8. Increase and maintain a high level of participation and engagement with youth in and/or eligible for the ILP program.
    a. Meet jointly with individual youth, the case-carrying social worker, and the youth's caregiver at least monthly. ILP values teamwork and will have a monthly meeting with the youth's team to ensure the youth is following their plan and to minimize triangulation. Contractor will provide feedback to County regarding foster parent involvement in youth access to ILP, achieving ILP goals, and learning independent living skills. Youth will be given the opportunity to participate in a "Survey Monkey" survey every 6 months with the option of giving feedback.
9. Youth are supported by a team of persons in achieving self-sufficient adulthood and permanency.
    a. Provide education to foster parents on ILP youth needs; for example, meet & greets or special workshops.
10. Youth are supported by a team of persons in achieving self-sufficient adulthood and permanency.
    a. Assist youth in obtaining and reviewing their credit reports provided by County social workers and provide guidance for resolving any inaccuracies or signs of identity theft.
11. Youth enter adulthood with knowledge and understanding of credit. Youth are referred to an appropriate credit counseling agency to address any negative or identity theft matters appearing on their report.
    a. Participate in the ongoing monitoring of this agreement by County, which may include an on-site visit.
    b. Meet with County as needed to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.

Data Collection and Reporting

Collect and maintain ILP program data to ensure accurate records of youth receiving ILP program services as described in 1-9 below. **Data collection will be conducted on an on-**

going basis; submittals of data reports to County will be provided quarterly unless otherwise agreed or as indicated below.

1. For each referred youth, a quarterly report will be completed and delivered to the County social worker/probation officer and the placement agency. This report will serve as the youth's ILP case plan. This will also include delivered services for NYTD reporting. The number of youth which the ILP Coordinator assisted in the development and/or review/revision of their TILP will be tracked; all youth will be recorded regardless of their active participation in the ILP. Additionally, the number of TILP plans that included services to be provided concurrently to the caregiver will be noted.
2. Track event types, class titles/topic, dates and attendance information regarding participation in conferences, retreats, trainings, workshops, educational activities, meet and greets, etc. Attendance information should identify the number of Tehama County youth and/or foster care providers out of the total attendees. Records should indicate how many youth required transportation assistance through the ILP services in order to attend the event. If applicable, indicate methods of instruction (i.e., workshop, small group, individual, attendance at third-party class/training.)
3. Provide ILP data necessary for Tehama County Department of Social Services (TCDSS) to complete and submit the annual and quarterly reports as required by the California Department of Social Services (CDSS). The ILP Coordinator will highlight notable progress and/or successes in program areas in a narrative format report. The ILP will complete the SOC 405x Exiting Outcomes for youth participating with Tehama ILP. The ILP will work with County analyst to complete the Annual Narrative Report for the state.
4. Records will be kept that include the number of referrals pending, number of youth served, number of aftercare youth served, and the number of out-of-county youth served as well as their county of jurisdiction.
5. Provide a narrative summary of CYC activities, successes and challenges, and ILP involvement in CYC activities. The narrative will also include a general summary of membership (i.e., total number of youth members).
6. Track the number of youths that exited the program and thus were offered an exit survey will be compiled along with the percentage of the youth that actually completed the survey. A narrative summary of the youth's feedback as gathered on the survey and/or in exit

conversations will be prepared. A copy of the narrative summary and completed surveys will be provided to TCDSS.

7. Track the number of youths that exited the program and their status upon exit (e.g., high school GED completion, attending college, employment, type of living arrangement, obtaining driver's license, income source) for purposes of determining program effectiveness in foster youth becoming self-sufficient.
8. Track data regarding NYTD surveys such as interaction, attempts, and success with ILP youth eligible for participation in NYTD surveys. Record specific information such as date/time, status (i.e. attempted, completed, etc.), survey participants, special services provided to ensure survey completion and a brief narrative of each contact with youth.
9. Track the number, reason, and dollar amount of incentives awarded.
10. All reports required within this agreement shall be transmitted via one of the following secure methods:
    a. Mail delivery: Tehama County Department of Social Services, PO Box 1515, Red Bluff, CA 96080.
    b. In-person delivery: Tehama County Department of Social Services, 310 S Main St., Red Bluff, CA 96080.
    c. Encrypted email: Note, prior to emailing reports Contractor must contact Kimberly Granados, Staff Services Analyst to establish the encrypted email process.
    d. All reports shall be delivered to the attention of Kimberly Granados, Staff Services Analyst, 530-528-4170, ProgramAnalyst@tcdss.org. In addition to all regular reports, any communication with County staff that includes personal identifying information of a participant must also be sent via one of the secured methods listed above.

County agrees to:

1. Provide technical assistance as needed to Contractor.
2. Provide ongoing monitoring of this agreement, which may include an on-site visit.
3. Meet with Contractor as needed to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.

EXHIBIT E
Budget

Budget				Start Date	7/1/2026
				End Date	6/30/2027
Northern California Youth and Family Programs		Tehama County Independent Living Program			
2577 California Park Dr		**Program Contact**		**Fiscal Contact**	
Chico, CA 95928		Michelle Dahlgren		Michelle Moore	
		530-893-1614		530-893-1614	
		mdahlgren@youthandfamily.info		mmoore@youthandfamily.info	
Budget Category		Budget Period		Budget Period	
		07/26-06/27			
Direct Salaries	**FTE**				
Program manager	1.00	55,120.00			
Direct Fringe Benefits		8,500.00			
Total Direct Salaries and Benefits		63,620.00			
Direct Costs					
Rents/Leases		7,800.00			
Utilities/Communications		5,000.00			
Travel		4,500.00			
In Care		16,211.00			
EYS					
Total Direct Cost		33,511.00			
Indirect Costs					
Office Expenses/Supplies		2,000.00			
Admin contracts		2,500.00			
Insurance		2,000.00			
Conference/Training		1,000.00			
Total Indirect Costs		7,500.00			
Total Budget		**104,631.00**			

EXHIBIT F
SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).

CONTRACTOR NAME AND ADDRESS	INVOICE #:	FOR MONTH(S)/YEAR:
0		
0	CONTRACT #:	PURPOSE/TITLE OF CONTRACT
0		0

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Northern California Youth and Family Programs

Contract Description: For the purpose of providing an Independent Living Program for foster youth

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0945 **Agenda Date:** 6/16/2026 **Agenda #:** 6.

SOCIAL SERVICES / PERSONNEL

Requested Action(s)
a) OTHER THAN “A” STEP - Request approval to appoint the applicant as Eligibility Specialist II, Range 21, Step B, effective 05/03/2026 or upon successful completion of all pre-employment requirements

Financial Impact:
Appropriate funding is in the Agency’s budget to cover this expenditure. The bi-weekly salary for the position Range 21, Step A, is $1723.20 ($21.54 hourly). The increase cost from A to B is approximately $2,226.60 in annual salary. The Department has sufficient funds budgeted for this position. There is no impact to the General Fund.

Background Information:
The Department of Social Services requests placement at Other Than A Step, range 21, Step B, for an Eligibility Specialist II. Our candidate exceeds the minimum qualifications of this position and brings valuable Eligibility experience. This candidate has more than 12 years of experience managing caseloads, conducting in-person and phone interviews, and determining eligibility in multiple assistance programs. These skills are relevant to the position.

The Department has struggled to recruit and retain qualified candidates in the Eligibility Specialist series for a number of years. If this action is not approved, the Department will lose an opportunity to hire a highly qualified applicant.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 21, Step B effective 05/03/2026.

OTHER THAN "A" STEP REQUEST

The Board of Supervisors, on November 13, 1990, asked to receive consistent information from Department Heads who request to hire a new employee at other than "A" step of the classification range. Board policy cites that "A" step is the normal and desired starting point in a classification unless compelling reasons exist to start an individual at a higher step.*

**Please note that the Board has previously provided direction that a pay disparity between Tehama and other counties is not, in and of itself, a sufficient compelling reason to start an employee at higher than "A" step.*

FROM: Rebecca Emery, Department of Social Services Director
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Eligibility Specialist II at other than "A" step.

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form along with the Agenda Request Form to the Personnel Office, allowing sufficient time for review and approval/disapproval prior to the anticipated hiring date. Requests for "C" step or above will be referred to the Board of Supervisors on the regular agenda for their consideration. Requests for "B" step will be placed on the consent agenda for approval.

1. $ 21.54 Step A Request: $ 22.61 Step B

2. Total applications received during recruitment for this position: 8
Total number of "qualified" applicants: 5

3. Justification for requesting higher step than A:
The Department of Social Services requests placement at Other Than A Step, range 21, Step B for an Eligibility Specialist II. Our candidate exceeds the minimum qualifications of this position, and brings valuable Eligibility experience. This candidate has more than 12 years of experience managing caseloads, conducting in person and phone interviews and determining eligibility in multiple assistance programs. These skills are relevant to the position.

The Department has struggled to recruit and retain qualified candidates in the Eligibility Specialist series for a number of years. If this action is not approved, the Department will lose an opportunity to hire a highly qualified applicant.

4. How has the Department budgeted for this additional cost?
Appropriate funding is in the Agency's budget to cover this expenditure. The bi-weekly salary for the position Range 21 Step A is $1723.20 ($21.54 hourly). The increase cost from A to B is approximately $2,226.60 in annual salary. The Department has sufficient funds budgeted for this position. There is no impact to the General Fund.

I hereby certify that to the best of my knowledge, the information provided above is a true and accurate representation of all of the material facts which should be considered with this request.

Department Head Signature

Tehama County

Agenda Request Form

File #: 26-0962 **Agenda Date:** 6/16/2026 **Agenda #:** 7.

HEALTH SERVICES AGENCY

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with AMN Healthcare Locum Tenens, Inc. for the purpose of locating and arranging for locum tenens Physician(s), Psychiatrist(s), Psychiatric Nurse Practitioner(s), Nurse Practitioner(s), or Physician's Assistant(s) to provide medical services at the placement address for the maximum amount not to exceed of $1,500,000 during any fiscal year, effective 7/1/26 and shall terminate 6/30/28

Financial Impact:
Fees for services provided by the vendor are in the Department's budgets and are outlined in Exhibit A of the contract. Costs are paid for with Mental Health Realignment funds allocated for medically necessary services and with Clinic patient fees and Health Realignment. Should the Department hire a Family Practice Physician or Psychiatrist introduced to the County by AMN Healthcare Locum Tenens, Inc., the hiring fee would be $25,000 per placement.

Background Information:
This is a renewal Agreement with the vendor to locate and arrange for Family Practice Physicians, Nurse Practitioners/Physician Assistants, Psychiatric Nurse Practitioners and/or Psychiatrists to provide medical services for the Department during periods of staffing shortages or vacation coverage. This is one of several locum tenens contracts the Department can utilize to provide temporary staffing arrangements for Physicians and mid-level providers.

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AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
AMN HEALTHCARE LOCUM TENENS, INC.

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and AMN Healthcare Locum Tenens, Inc. ("Contractor") for the purpose of locating and arranging locum tenens physician(s), psychiatrist(s), psychiatric nurse practitioner(s), nurse practitioner(s), or physician's assistant(s) to provide medical services at the placement address and for the period described, subject to the terms of this Agreement.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

a) Use its best efforts to locate and arrange for Family Practice Physician(s) and/or Psychiatrist(s) ("physicians") and/or Psychiatric Nurse Practitioner(s) ("PNP") and/or Nurse Practitioner(s) ("NP") and/or Physician's Assistant(s) ("PA") acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below;

b) Make payments to physician/PNP/NP/PA providing medical coverage under this Agreement from payments made under this contract by County;

c) Be responsible for providing the billing information on the form provided by the County;

d) Have documentation that physician/PNP/NP/PA have received HIPAA (Health Insurance Portability and Accountability Act) training and compliance training that addresses fraud, waste, and abuse. Such documentation will be available to County upon request;

e) Ensure that all physician/PNP/NP/PA have a valid National Provider Identifier prior to placement at County;

f) Shall comply with all contractual provisions pursuant to EXHIBIT B, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference. Contractor will not be responsible for any falsification of information, purposeful or not, by any employee;

g) For the purposes of compliance with California Assembly Bill 5, Psychiatric Nurse Practitioners ("PNP") and/or Nurse Practitioners ("NP") and/or Physician's Assistants ("PA") (collectively, "AP Providers") shall be employed by Contractor's affiliate AMN Allied Services, LLC. County acknowledges that neither Contractor nor any of its employees, other than AP Providers, is engaged in any fashion in the practice of medicine. Contractor is not licensed to practice medicine and shall have no control as to the means or the quality of any AP Provider's medical services, nor shall Contractor have any right or responsibility for making any determinations regarding AP Provider's professional service assignments, schedule, or practice.

h) Cover the cost of Up-to-Date Software for the clinical provider, if requested by County.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

a) Provide all instruments, tools, supplies, and support personnel necessary to enable the physician/PNP/NP/PA to perform the medical services required;

b) Comply with American Medical Association, ("AMA") and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the physician/PNP/NP/PA to perform medical service;

c) Have the obligation to collect, and may retain, all fees generated by physician/PNP/NP/PA providing services under this Agreement.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "A", attached hereto, all amounts due for physician/PNP/NP/PA services under this agreement after completing the duties described in this agreement. The total annual compensation payable to Contractor under this agreement shall not exceed $1,500,000.00 in any one fiscal year (July 1 - June 30).

If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all

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obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor's rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. BILLING AND PAYMENT

In the event either party brings an action or proceeding arising out of or related to this agreement or to establish the right or remedy of either party, each party shall bear its own attorney's fees and costs as part of such action or proceedings.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform its duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner its obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. County may terminate this contract immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for this agreement in any fiscal year.

Either party may terminate this agreement for convenience with no less than thirty (30) days written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

If this agreement is cancelled for convenience by County less than thirty and more than ten (10) days prior to the scheduled commencement of locum tenens services under this agreement, County shall pay to Contractor one-half (1/2) of the total sum due under this agreement, or one-half (1/2) of the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less. If County cancels this agreement within ten

(10) days prior to the commencement or after the commencement of scheduled locum tenens services under this agreement, County shall pay to Contractor the full amount called for under this agreement or the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less, plus the actual amount owing for services rendered to the date of cancellation. These changes represent liquidated and agreed upon damages for cancellation.

If Contractor is unable for any reason to provide a physician/PNP/NP/PA acceptable to County, the agreement may be terminated by Contractor upon giving written notice of termination to County. Termination shall be effective on receipt of said notice to County from Contractor, and Contractor shall thereafter return any payments received under this agreement.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. HIRING

This section applies only to hiring a physician in a permanent position and shall not apply to the hiring of a PNP, NP or PA. Contractor encourages County to hiring physicians introduced to County in connection with this agreement for a permanent position. County agrees to pay a hiring fee in the amount of Twenty-Five Thousand Dollars and no cents ($25,000.00) for any physician introduced to County by Contractor if that physician:

a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community.

b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

a) the date any contract is made for the physician's permanent position; or

b) the date the physician's permanent position commences.

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Until the hiring fee is paid, all services by that physician in such permanent position shall be treated as provided through Contractor's locum tenens program, and payment for such services shall be made to Contractor as provided in this agreement in Exhibit A.

County's obligation under this paragraph will apply only to any hiring fee first payable within two (2) years of the termination of this agreement. The obligation to pay the hiring fee shall continue for the period described regardless of the date or reason of termination or cancellation of this agreement and regardless of any breach by either party of this agreement.

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a physician introduced to County in connection with this Agreement, or any other Agreement between County and Contractor, provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

This Section shall supersede and replace the hiring fee provisions of any prior or contemporaneous Agreement between County and Contractor, which shall have no further force or effect.

8. QUALIFICATIONS AND PERFORMANCE OF PHYSICIAN/PNP/NP/PA

If County reasonably finds the performance of physician/PNP/NP/PA providing coverage under this agreement to be unacceptable for reasons of professional competence or personal conduct, it shall give notice to Contractor and may then remove the physician/PNP/NP/PA from the placement. Contractor may either replace such physician/PNP/NP/PA in a timely manner with a physician/PNP/NP/PA approved by County or may terminate this agreement immediately by giving notice of such termination to County. Fees calculated to the date of termination shall be paid to Contractor by County.

9. INDEPENDENT CONTRACTORS

The relationship between Contractor and County, Contractor and physician/PNP/NP/PA providing services under this agreement, and between physician/PNP/NP/PA providing services under this agreement and County, are each that of an independent contractor providing services. As such, County does not involve itself in the practice of medicine, nor have any responsibility

for the medical acts of physician/PNP/NP/PA providing services under this agreement. County acknowledges that (a) physician is not an employee, subcontractor or agent of Contractor, (b) the relationship of physician to Contractor is that of an independent contractor, (c) all payments made by Contractor to physician hereunder are made on behalf of County, and (d) Contractor acts only as a placement agency.

10. DELAY

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, governmental restrictions, strikes, fires, floods, or work stoppages. So long as any such delay or default continues, the party affected by the conditions beyond its control shall keep the other party fully informed concerning the matters causing the delay or default and the prospects of their ending.

11. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may

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conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

12. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

Tehama County Health Services Agency, ("TCHSA") maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and Contractor shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients. Contractor will notify any Physicians assigned to County of the TCHSA Code of Conduct and that they must comply with such policy.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;

- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status;

- Shall perform their duties in good faith and to the best of their ability;

- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures;

- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration;

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;

- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;

- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;

- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician/PNP/NP/PA, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;

- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;

- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) have with TCHSA vendors or Contractor;

- Shall not participate in any false billing of patients, governmental entities, or any other party;

- Shall not participate in preparation of any false cost report or other type of report submitted to the government;

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- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA;

- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;

- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;

- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;

- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The parties acknowledge that the performance of Contractor's obligations under this contract does not involve the use or disclosure of individually identifiable health information. Contractor shall not receive individually identifiable health information from the County, nor create or receive individually identifiable health information on County's behalf. Consequently, the parties hereby agree that Contractor is not a "business associate" of County for purposes of the Health Insurance Portability and Accountability Act of 1996 and implementing regulations (HIPAA).

14. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

15. NONASSIGNMENT OF AGREEMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this Agreement, or the Agreement as a whole, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

16. EMPLOYMENT STATUS

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

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17. INDEMNIFICATION

Contractor shall hold harmless and indemnify Tehama County, its elected officials, officers, and employees, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any person's or persons' bodily injury, including death, or property being damaged by Contractor or by any person employed by Contractor in any capacity during the progress of the work, whether by negligence or otherwise. Contractor shall also indemnify County of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Notwithstanding the foregoing, Contractor's obligation to indemnify does not extend to any acts or omissions of locum tenens providers, provided that medical malpractice insurance coverage is maintained as set forth in the following paragraph.

18. INSURANCE

Contractor shall obtain and maintain continuously medical malpractice insurance coverage under Contractor's group malpractice insurance policy for all medical professionals placed with County by Contractor in at least the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate.

Contractor shall provide a certificate of such insurance, naming County of Tehama as certificate holder.

A certificate of insurance listing County of Tehama as a certificate holder shall be issued for each medical professional placed. Insurance shall be maintained for at least five years after completion of contract work.

19. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

20. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

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ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

21. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

22. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

23. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

24. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she

has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

25. GENERAL PROVISIONS

a) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.

b) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

c) Consent to Fax: In order to ensure that Contractor is in compliance with state and federal law, County hereby expressly grants permission to Contractor to send all facsimile communications to any County location provided that Notices given pursuant to the terms and provisions of this agreement shall be sent by first class mail to the address set forth herein. or receive individually identifiable health information on County's behalf.

26. COUNTY PLACEMENT INFORMATION

Behavioral Health

Specialty: **Psychiatry/PNP**
Placement Address:1860 Walnut Street,
Building A.
Mailing Address: Post Office Box 400
Red Bluff, CA 96080
Placement Telephone: (530) 527-8491 ext. 3026
Contact person: Natalie Shepard
Mental Health Director

Medical Clinic

Specialty: **Physician/NP/PA**
Placement Address: 1850 Walnut Street,
Building F.
Mailing Address: Post Office Box 400
Red Bluff, CA 96080
Placement Telephone: (530) 527-8491 ext. 3563
Contact person: Laura Fierce
Clinic Director

27. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

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If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	AMN Healthcare Locum Tenens, Inc. 8840 Cypress Waters Blvd, Ste 300 Dallas, TX 75019 (800) 685-2272 ext. 1644 FAX: (844) 332-8144

Notice shall be deemed to be effective two days after mailing.

28. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

29. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

30. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

31. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

32. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

33. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

34. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

35. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

36. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 6-2-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 6/2/2026

AMN HEALTHCARE LOCUM TENENS, INC.

Signed by:
Nicole Richardson
Nicole Richardson, Senior Director

EXHIBIT A

PSYCHIATRY

County agrees to pay Contractor per psychiatrist:

$2,600.00-$2,896.00 per day at the rate of $325.00-$365.00 per hour for an eight-hour day.

An "eight-hour day" consists of a total of eight hours during which the psychiatrist may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which psychiatrist is not available for scheduling as described above shall not count toward completion of the "Eight-hour day" described here.

If psychiatrist works less than 8 hours during any day, then at the rate of $325.00-$365.00 per hour for hours worked on site.

$488.00-$548.00 per hour for work on site over eight hours per day.

$650.00-$730.00 for each weeknight that psychiatrist is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

$2,600.00-$2,896.00 for each weekend that psychiatrist is scheduled by County to remain on call.

(Weekend means 5:00PM Friday to 8:00AM Monday)

"On-call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage unless psychiatrist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

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When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of Seven Hundred ($700.00) dollars will be charged.

PSYCHIATRIC NURSE PRACTITIONER (PNP)

County agrees to pay Contractor per Psychiatric Nurse Practitioner:

$1,56000-$1,800.00 per day at the rate of $195.00-$225.00 per hour for an eight-hour day.

An "eight-hour day" consists of a total of eight hours during which the PNP may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which PNP is not available for scheduling as described above shall not count toward completion of the "eight-hour day" described here.

If PNP works less than 8 hours during any day, then at the rate of $195.00-$225.00 per hour for hours worked on site.

$293.00-$338.00 per hour for work on site over eight hours per day.

$390.00-$450.00 for each weeknight that PNP is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

$1,560.00-$1,800.00 for each weekend that PNP is scheduled by County to remain on call.

(Weekend means 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless PNP is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of PNP requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July,

Labor Day, Thanksgiving Day, or Christmas Day, a premium of $520.00 will be charged.

FAMILY PRACTICE

County agrees to pay Contractor per physician:

$2,040.00-$2,120.00 per day at the rate of $255.00-$265.00 per hour for an eight-hour day.

An "eight-hour day" consists of a total of eight hours during which the physician may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which physician is not available for scheduling as described above shall not count toward completion of the "eight-hour day" described here.

If physician works less than 8 hours during any day, then at the rate of $255.00-$265.00 per hour for hours worked on site.

$383.00-$398.00 per hour for work on site over eight hours per day.

$421.00-$500.00 for each weeknight that physician is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

$2,040.00-$2,120.00 for each weekend that physician is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage unless psychiatrist is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of locum tenens physician requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of Six Hundred Eight ($608.00)

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dollars will be charged.

NURSE PRACTITIONER (NP) / PHYSICIAN ASSISTANT (PA)

County agrees to pay Contractor per Nurse Practitioner / Physician Assistant:

$1,400.00-$1,576.00 per day at the rate of $175.00-$197 per hour for an eight-hour day.

An "eight-hour day" consists of a total of eight hours during which the NP/PA may be scheduled for direct patient contact, consultation, review of records or quality assurance duties. All breaks or lunch periods during which NP/PA is not available for scheduling as described above shall not count toward completion of the "eight-hour day" described here.

If NP/PA works less than 8 hours during any day, then at the rate of $175.00-$197.00 per hour for hours worked on site.

$263.00-$293.00 per hour for work on site over eight hours per day.

$330.00-$390.00 for each weeknight that NP/PA is scheduled by County to remain on call.

(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

$1,400.00-$1,576.00 for each weekend that NP/PA is scheduled by County to remain on call.

(Weekend mean 5:00PM Friday to 8:00AM Monday)

"On call" shall mean continuous telephone availability during the call period, as scheduled by County. No additional compensation shall be paid for telephone coverage, unless NP/PA is required by County to physically report to their work site.

The above rates are inclusive of acceptable lodging during the placement, and transportation expense.

All invoices are due and payable upon receipt. Billing periods are the 1st through the 15th and the 16th through the end of the month. Invoices for adjustments to each billing period (such as overtime hours) are sent one week after each billing period.

When scheduling of NP/PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of $520.00 will be charged.

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EXHIBIT B

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File - prior to enrollment and reenrollment

B. The National Plan and Provider Enumeration System (NPPES) - monthly

C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE) - monthly

D. The System for Award Management (SAM)-monthly

E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List) - monthly

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with

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ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or

B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or

C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or

D. Is a partner in the Contractor if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty-five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

B. Date of birth and Social Security Number (in the case of an individual);

C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];

D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;

E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:

(1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);

(2) Any Medicare intermediary or carrier; and

(3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.

(4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty-five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and;

B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

A. The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. §455.106(a)(1), (2).]

B. The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid

Docusign Envelope ID: 80C342B4-5D40-8EE8-8289-5A71E58D32F6

program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

Exhibit B is three pages.

EXHIBIT C

CALIFORNIA (CA) PAY POLICY VERIFICATION

Required for All AMN Healthcare California Clients

CALIFORNIA MEAL AND REST PERIOD OBLIGATIONS. Client shall provide AP Providers who work in California meal and rest periods in accordance with California law.

Meal Periods

Client shall provide AP Providers who work more than five hours in a day the opportunity to take an uninterrupted 30-minute meal period no later than the end of AP Provider's fifth hour of work. During the meal period, AP Providers must be relieved of all job duties and free to engage in personal activities. Client shall permit AP Providers who work more than five hours but no more than six hours in a workday to voluntarily waive their meal period.

Client shall provide AP Providers who work more than ten hours in a day the opportunity to take a second uninterrupted 30-minute meal period no later than the end of AP Provider's tenth hour of work. Client shall permit AP Providers who work more than eight hours in a day to voluntarily waive one of the two meal periods by signing a meal period waiver form.

If Client fails to provide the AP Provider with a meal period, the Client will be billed at the regular hourly bill rate for the AP Provider's hours worked and an additional hour's pay for the meal period.

Rest Periods

Client shall authorize and permit AP Providers who work more than 3.5 hours in a workday the opportunity to take a paid ten (10) minute rest period for every four hours of work or major fraction thereof. A major fraction is over two hours of work. If the Client fails to authorize or permit the AP Providers to take a rest period, the Client will be billed at the regular hourly bill rate for all hours worked and an additional hour's pay for the rest period.

CALIFORNIA PAY VERIFICATION. To ensure compliance with California law, Client certifies that the following information is true and correct:

1. Is Client a Government facility? □ Yes □ No

2. Does Client have a collective bargaining agreement that establishes an alternate pay schedule? □ Yes □ No

If the answer to 1 or 2 is Yes, **STOP.**

If the answer to 1 and 2 is No, please provide info below:

3. The policy which describes Client's current overtime payroll practice for permanent nursing staff is (mark appropriate box or boxes):

□ *Option 1*: Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

□ *Option 2*: Staff has chosen an alternative workweek schedule (AWS), in accordance with California law AWS

procedures. If Option 2 is checked, you are certifying to the statements below and **must also identify each unit** with an alternative workweek, using the spaces below.

NOTE: Do not choose this option if the alternate schedule is the result of a government exemption or collective bargaining.

a. Units with eight (8) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of eight (8) hours worked in one (1) day and forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

b. Units with ten (10) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of ten (10) hours worked in one (1) day and in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

c. Units with twelve (12) hour shifts. Staff is paid overtime (time and a half) for hours worked in excess of forty (40) hours worked in one (1) week. Staff is paid double time for hours worked in excess of twelve (12) hours worked in one (1) day.

8-HOUR SHIFT UNITS: _____

10-HOUR SHIFT UNITS: _____

12-HOUR SHIFT UNITS: _____

Client acknowledges that Agency is entitled to rely, and will rely, on the accuracy of the representations, and that Client shall be liable for any and all costs, including penalties and third-party claims, and judgments arising from or related to Client's failure to comply with the obligations herein.

Signed by authorized agent for:

_____

Client Signature

_____

Printed Name

_____

Title

_____

Date

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: AMN Healthcare

Contract Description: For the purpose of providing locum tenens providers

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1037 **Agenda Date:** 6/16/2026 **Agenda #:** 8.

SOCIAL SERVICES

Requested Action(s)
a) TRANSFER OF FUNDS: Social Services, B-82 - from Salary & Wages (5013-51010) $219,177, to Group Insurance (5013-51030) $213,000, Standby (5013-5101014) $6,177; and from Professional/Special Services (5013-532300) $115,000, to Special Department Expense (5013-53280) $115,000 **(Requires a 4/5's vote)**
Financial Impact:
All transfers are fully funded with no impact to the General Fund.

Background Information:
This transfer is required to ensure adequate end-of-fiscal year balances in Group Insurance (5013-51030), Standby (5013-5101014) and Special Department Expense (5013-53280) due to increased costs.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number: B-82

DEPARTMENT NAME Social Services **Date:** 5/27/2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
108-5013	51010	Salary & Wages	$ 219,177	108-5013	51030	Group Insurance	$ 213,000
				108-5013	5101014	Standby	$ 6,177
108-5013	532300	Professional/Spec Services	$ 115,000	108-5013	53280	Special Dept. Expenses	$ 115,000
		Total Journal	**$ 334,177**			Total Journal	**$ 334,177**

TRANSFER APPROVED

Ana Zamacona 5/27/2026

AUDITOR DATE

D. Oglesby 5/27/2026

SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

Tehama County

Agenda Request Form

File #: 26-1050 **Agenda Date:** 6/16/2026 **Agenda #:** 9.

COMMUNITY ACTION AGENCY

Requested Action(s)
a) TRANSFER OF FUNDS: Community Action Agency, B-78 - From Salary and Benefits (5062-51010) to Extra Help (5062 - 51011), $3,000 **(Requires a 4/5's vote)**
Financial Impact:
All transfers are fully funded with no impact to the General Fund. CAA is funded through grants and contracts with Social Services.

Background Information:
This transfer is required to pay for underestimated expenses in account 51011 Extra Help. The additional expenses are due to increased hours worked for this fiscal year.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number: B-78

DEPARTMENT NAME Community Action Agency **Date:** May 19, 2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

Community Action Agency requests a Budget Transfer to account for unexpected expenses. These expenses are fully funded with Community Action funding sources and have no impact to the county general fund.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5062	51010	Salary & Wages	$ 3,000.00	5062	51011	Extra Help	$ 3,000.00
		Total Journal	**$ 3,000.00**			Total Journal	**$ 3,000.00**

TRANSFER APPROVED

SANDRA PALMER 05/20/2026
AUDITOR DATE

D. Oglesby 5/19/2026
SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

Tehama County

Agenda Request Form

File #: 26-1039 **Agenda Date:** 6/16/2026 **Agenda #:** 10.

COMMUNITY ACTION AGENCY / MEALS ON WHEELS

Requested Action(s)
a) TRANSFER OF FUNDS: B-76, From Meals on Wheels, To Unanticipated Revenue Federal Title III Grants (5063-450727) $14,852; To Professional and Special Services (5063-53230) $14,852
(Requires a 4/5's vote)

Financial Impact:
Meals on Wheels has received an increase of funding available in the current fiscal year 2025/26. This funding comes from the Meals on Wheels grant amendment Sub Award (A25-0006-S008) through Chico State Enterprises, Area 3 Agency on Aging (AAA). There is no impact to the General Fund.

Background Information:
The contract for the grant amendment has been approved by the Board on April 28, 2026, Agreement Number 2026-091; however, a transfer was not completed to account for the amended funding. This transfer will cover costs through fiscal year end.

Chico State Enterprises

SUBAWARD AMENDMENT

SUBAWARD NUMBER	AM. NO.
A25-0006-S008	**A01**
RECIPIENT IDENTIFICATION AP Tehama OTO 2526	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises,** hereafter called **Recipient,** and

Tehama County , hereafter called Subrecipient

Recipient, on behalf of its program, the Area 3 Agency on Aging (AAA), received a Federal Passthrough Award, AAA-2425-03 (Prime), from California Department of Aging, to provide services according to Title III Programs to meet the needs of California's older adult population. On 11/04/2025, Recipient awarded Subaward A25-0006-S008 with Subrecipient to facilitate the goals and objectives set forth in the Prime. The subaward is incorporated by reference. Recipient is issuing this amendment to award additional funding in support of the subrecipient's Title III Program services.

The parties mutually agree to this amendment as follows. All actions noted below are by this reference made part of the subaward and incorporated herein.

The maximum amount of this Subaward is $428,687.00, an increase of $14,852.00 from the following funding sources:

Funding Source	C1 Congregate Nutrition	C2 Home-Delivered Meals
Federal	$97,266	$103,354
State General Fund	$9,231	$30,602
State GF Augmentation	$23,113	$129,538
USDA NSIP	$5,963	$14,768
Total Groups (base agreement)	$135,573	$278,262
Amendment #1 Federal OTO	**$9,735**	**$5,117**
Total Groups with Am #1	**$145,308**	**$283,379**

Revised Total: Base Agreement $413,835 + $9,735 + $5,117 = $428,687

Subrecipient agrees to provide revised budget detail upon execution of amendment. The parties agree to comply with the terms and conditions in the original Subaward Agreement by this reference.

All matters related to the scope of work and terms and conditions remain consistent with the fully executed base agreement.

RECIPIENT	**SUBRECIPIENT**
CHICO STATE ENTERPRISES	**TEHAMA COUNTY**
BY: (AUTHORIZED SIGNATURE) DATE Susan W Podesta Susan W Podesta (Mar 24, 2026 11:59:03 PDT) Mar 24, 2026	BY: (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Susan W. Podesta Director of Sponsored Programs	PRINTED NAME AND TITLE OF PERSON SIGNING Bekkie F. Emery Executive Director
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 swpodesta@csuchico.edu	ADDRESS/E-MAIL 310 South Main Street, Red Bluff, CA 96080 bemery@tcdss.org

AGREE 2026-091

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-76

DEPARTMENT NAME **Senior Nutrition, Meals on Wheels**

Date: **May 12, 2026**

I am requesting an increase or decrease to my budget appropriations as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source OAA Amendment-MOW

****Note*** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
-5063	450727	Unanticipated Revenue Federal Title III	$ 14,852	-5063	53230	Professional & Special Svcs	$ 14,852
		Total Journal	**$ 14,852**			Total Journal	**$ 14,852**

From and To $0.00

INCREASE / (DECREASE) APPROVED

Douglas 5/12/26

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 5/20/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117

Jan-19

Tehama County

Agenda Request Form

File #: 26-1049 **Agenda Date:** 6/16/2026 **Agenda #:** 11.

COMMUNITY ACTION AGENCY / MEALS ON WHEELS

Requested Action(s)
a) TRANSFER OF FUNDS: Meals on Wheels, B-77 - From Extra Help (5063-51011) to Group Insurance (5063-51030), $2,000 **(Requires a 4/5's vote)**
Financial Impact:
This transfer is fully funded with no impact to the General Fund.

Background Information:
This transfer is required to pay for underestimated expenses in account 51030 Group Insurance. The additional expenses are due to increased costs in FY 25/26.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number: B-77

DEPARTMENT NAME Meals on Wheels **Date:** May 19, 2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

The Meals on Wheels program is requesting a transfer of funds in order to meet unexpected expenses for FY 2025-26. There is no impact to the General Fund.

Budget Transfer From				Budget Transfer To			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
5063	51011	Extra Help	$ 2,000.00	5063	51030	Group Insurance	$ 2,000.00
		Total Journal	**$ 2,000.00**			Total Journal	**$ 2,000.00**

SANDRA PALMER 5/20/2026
AUDITOR DATE

D. Oglesby 5/19/26
SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS DATE

A-118 3/03

Tehama County

Agenda Request Form

File #: 26-1040 **Agenda Date:** 6/16/2026 **Agenda #:** 12.

CHILD SUPPORT SERVICES

Requested Action(s)
a) TRANSFER OF FUNDS: CHILD SUPPORT SERVICES, B-73 - From Salary & Wages (5015-51010) to Pay In Lieu/Misc Payouts (5015-51015), $1,000 **(Requires a 4/5's vote)**

Financial Impact:
There is no impact to the General Fund. The Department of Child Support Services has salary savings sufficient to cover the transfer of funds.

Background Information:
The Department is transferring funds from Salary & Wages to Pay In Lieu/Misc Payouts to cover the vacation payout to an employee who recently separated employment.

Pursuant to Article 26 of the Joint Council MOU: "An employee who leaves County employment for any reason and who has accumulated unused vacation time at the time of termination shall be compensated for such unused vacation at the hourly rate earned by the employee at the time of termination."

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

DEPARTMENT NAME: DEPARTMENT OF CHILD SUPPORT SERVICES

Auditor Number: B-73

Date: 5/19/2026

We would like to transfer funds from Salary & Wages to Pay in Lieu/Misc Payouts to cover the vacation payout to an employee who recently separated employment..

FROM				TO			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
113-5015	51010	Salary & Wages	$ 1,000.00	113-5015	51015	Pay in Lieu/Misc Payouts	$ 1,000.00
		TOTAL: Reference Only	**$ 1,000.00**			TOTAL: Reference Only	**$ 1,000.00**

Beatrice Bradley 5/19/2026

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 05/20/26

AUDITOR

BOARD OF SUPERVISORS

A-118 6/99

Tehama County

Agenda Request Form

File #: 26-0967 **Agenda Date:** 6/16/2026 **Agenda #:** 13.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)
a) Request approval and authorization for the Interim Executive Director to sign Amendment No.1 to the Agreement #21-HHAP-00095 (Misc. Agreement #2021-193) with the Department of Housing and Community Development, for the Homeless Housing, Assistance and Prevention (HHAP) Round 2 block grant, thereby amending the term effective 8/26/21 and extending through 6/30/27

Financial Impact:
Budget Unit is 40131 for Mental Health. This is a receivable to the Agency in the amount of $143,682 with an expenditure deadline of 6/30/26.

Background Information:
On 8/3/21, the Board of Supervisors approved the HHAP-2 block grant Agreement (Misc. Agreement #2021-193). This grant funding is to support regional coordination and expand or develop local homelessness initiatives throughout the state of California. Funding must be expended on solutions that address and prevent homelessness.

Amendment No.1 updates the Contracting Agency Name from Business, Consumer Services and Housing Agency to Department of Housing and Community Development (HCD) and replaces the term “Agency” with “Department”. The Amendment also extends the term of the Agreement by one year. Additionally, this amendment will also update and revise the Exhibits, including the Scope of Work as well as the Budget Detail and Disbursement Provisions.

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-HHAP-00095	1	

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

Tehama County

2. The term of this Agreement is:

START DATE

8/26/2021

THROUGH END DATE

06/30/2027

3. The maximum amount of this Agreement after this Amendment is:

$143,682.00 (One Hundred Forty Three Thousand Six Hundred Eighty Two Dollars and No Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This amendment is to extend the term of the contract by one (1) year and update the Contracting Agency Name from Business, Consumer Services and Housing Agency to Department of Housing and Community Development. Throughout the Agreement "Agency" has been replaced with "Department".

B. The STD 213A, Item 2, The term of this Agreement has been changed from Upon BCSH Approval through 06/30/2026 to 8/26/2021 through 06/30/2027.

C. Exhibit A, Scope of Work, is hereby replaced in entirety as part of this amendment, attached hereto and made a part hereof. Exhibit A, title has been revised to Exhibit A, Authority, Purpose and Scope of Work Rev. 01/2026. Section 3, added additional definitions. Section 5, Department's Contract Coordinator has been revised with new coordinator information. Section 6, Effective Date, Term of Agreement, and Deadlines has been revised with new obligation and expenditure deadlines and language and a new agreement termination deadline and language.

D. Exhibit B, Budget Detail and Disbursement Provisions is hereby replaced in its entirety as part of this amendment and made a part hereof with a new Exhibit B, Budget Detail and Disbursement Provisions, Rev. 01/2026 attached hereto and made part of here of. Payee information and amount of award added as section 1, all remaining sections renumbered. Section 3.A has added authorized signatories form.

E. Exhibit C, General Terms and Conditions is hereby replaced in its entirety as part of this amendment and made a part hereof. Exhibit C, title has been revised to HHAP General Terms and Conditions and Section 4 has been revised.

F. Exhibit D, Special Terms and Conditions is hereby replaced in its entirety as part of this amendment and made a part hereof. Section 9 and 10 have been added.

G. Exhibit E, State of California General Terms and Conditions (04/2017) is hereby replaced in its entirety as part of this amendment and made a part hereof by reference with State of California General Terms and Conditions (02/2025).

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tehama County

CONTRACTOR BUSINESS ADDRESS	CITY, STATE, and ZIP
818 Main Street	Red Bluff CA 96080
PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

SCO ID:

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-HHAP-00095	1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street, Suite 400	Sacramento	CA	95811
PRINTED NAME OF PERSON SIGNING	TITLE		
	Contract Services Section Manager		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)		

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

This Standard Agreement ("Agreement") is an agreement regarding Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP 2" or "Program") funds.

A. The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP 2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

B. The Program is administered by the California Department of Housing and Community Development ("HCD") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP 2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP 2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCD grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

C. This Standard Agreement along with all its exhibits ("Agreement") is entered into by HCD and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

A. Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

B. Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this

EXHIBIT A

funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.

C. Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP 2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3. Definitions

The following HHAP 2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

A. "Agency" means the Business, Consumer Services, and Housing Agency.

B. "Applicant" means a Continuum of Care, city, or county.

C. "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

D. "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

E. "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

F. "Council" means the associated staff within the Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council, created pursuant to Section 8257 of the Welfare and Institutions Code.

EXHIBIT A

G. "County" includes but is not limited to, a city and county.

H. "Department" means the Department of Housing and Community Development (HCD).

I. "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

J. "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

K. "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

L. "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

M. "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

N. "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

O. "Jurisdiction" means a city, city that is also a county, county, continuum of care, or tribe, as defined in this section.

EXHIBIT A

P. "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

Q. "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

R. "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

S. "Recipient" means a jurisdiction that receives funds from the department for the purposes of the program.

Additional definitions for the purposes of the HHAP 2 program:

T. "Administrative Entity" means the entity that will enter into contract with HCD to receive HHAP funds directly for its own allocation (and the allocation(s) of the other Applicants in the region when designated). The Administrative Entity is responsible for HHAP 2 funds and meeting the terms and conditions of the Agreement. Broadly speaking, this means administering funds, contracting (when necessary) with subrecipients and reporting on HHAP 2 dollars and activities to HCD.

U. "Cal ICH" is synonymous with "Council"

V. "Grantee" is a Continuum of Care or a Jurisdiction that receives grant funds from HCD for the purposes of the program. Grantee is synonymous with "Recipient".

W. "Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

X. "Expended" means all HHAP 2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

EXHIBIT A

Y. "Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP 2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)-(f), any other applicable laws, and as committed to in the Grantee's latest approved HHAP 2 funding plan. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

A. Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

C. Street outreach to assist persons experiencing homelessness to access permanent housing and services.

D. Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

F. Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

G. Prevention and shelter diversion to permanent housing, including rental subsidies.

H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

EXHIBIT A

1) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

2) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

3) Shelter vacancy rate in the summer and winter months.

4) Percentage of exits from emergency shelters to permanent housing solutions.

5) A plan to connect residents to permanent housing.

5. Contract Coordinator

The Department's Contract Coordinator for this Agreement is HCD's Policy and Program Support Section Chief or their designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be sent to the HCD Contract Coordinator electronically.

The Representatives during the term of this Agreement will be:

	PROGRAM	**GRANTEE**
ENTITY:	California Department of Housing & Community Development	Tehama County
SECTION/UNIT:	Policy and Program Support	
ADDRESS:	651 Bannon St SW, Suite 400 Sacramento, CA, 95811	818 Main Street Red Bluff, CA 96080
CONTRACT MANAGER	Nichole Zaragoza-Smith	Michelle Schmidt
PHONE NUMBER:	(916) 820-1804	(530) 528-3216
EMAIL ADDRESS:	HPDHomelessnessGrants@hcd.ca.gov; Nichole.Zaragoza-Smith@hcd.ca.gov	Michelle.Schmidt@tchsa.net

All requests to update the Grantee information listed within this Agreement shall be emailed to the HPD Homelessness Grants general email box at

EXHIBIT A

HPDHomelessnessGrants@hcd.ca.gov. The Department reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by HCD (indicated by the signature provided by HCD in the lower left section of page two, Standard Agreement, STD 213), when signed by all parties.

B. Contractual Obligation:

1) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023.**

2) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

3) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

4) Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by HCD an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

C. Full Expenditure of HHAP 2 Grant Funds

1) All HHAP 2 grant funds (**100 percent**) must be expended by **June 30, 2026**.

2) Any funds not expended by the deadline of June 30, 2026 shall be returned in a form and manner to be determined by HCD.

3) This Agreement shall terminate on **June 30, 2027**.

4) The Department may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.

EXHIBIT A

7. Special Conditions

The Department reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved

EXHIBIT B

BUDGET DETAIL AND DISBURSEMENT PROVISIONS

1. Payee

Name: Tehama County

Amount: $ 143,682.00

2. Budget Detail & Changes

The Grantee agrees that HHAP 2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP 2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP 2 funds.

A. Budget Changes

1) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by HCD so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.

2) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by HCD's Monitoring and Technical Assistance Section Chief or his/her designee, in writing, before the Grantee may expend HHAP 2 funds according to an alternative expenditure plan. The Section Chief will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Section Chief or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

3. General Conditions Prior to Disbursement

EXHIBIT B

All Grantees must submit the following forms prior to HHAP 2 funds being released:

1) Request for Funds Form ("RFF")

2) STD 213 Standard Agreement form and Exhibits A through E

3) STD 204 Payee Data Record or Government Agency Taxpayer ID Form

4) Authorized Signatories Form

4. Disbursement of Funds

A. HHAP 2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by HCD, the Department of General Services (DGS) and the State Controller's Office (SCO).

B. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP 2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

5. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

A. Up to 5 percent of an applicant's HHAP 2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:

1) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.

2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

B. The applicant shall not use more than 7 percent of a HHAP 2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

EXHIBIT B

C. A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.

D. Recipients of HHAP 2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

E. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP 2 funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCD that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

2) HCD approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

3) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCD for a subsequent round of awards by HCD.

F. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP 2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

1) Counties not obligating their full program allocation by May 31, 2023 are required to notify HCD, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCD with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

G. HHAP 2 funds shall be expended by June 30, 2026

EXHIBIT B

H. In accordance with Health and Safety Code section 50220.5, subdivision (l), HCD retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

I. Any funds not expended by the deadline of June 30, 2026 shall be returned in a form and manner to be determined by HCD.

6. Ineligible Costs

A. HHAP 2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

B. The Department reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP 2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to HCD.

C. An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to HCD by the Grantee.

D. The Department, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP 2 fund expenditures.

E. Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

F. Reimbursements are not permitted in HHAP 2 for any expenditures prior to the date of NOFA publication.

EXHIBIT C

HHAP GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. **Termination of Agreement**

The Department may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in this Exhibit C, Breach and Remedies; violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of HCD's notice of termination.

B. **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C, Special Conditions – Grantees/SubGrantee or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee has submitted to HCD an application for HHAP 2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. HCD is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCD.
Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and

EXHIBIT C

complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCD's approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. **Reporting/Audits**

A. **Reporting Requirements**

1) Monthly Fiscal Report: Grantees will be responsible for submitting a monthly fiscal report in accordance with HSC section 50223(a)(2), in the form and method provided by HCD. The monthly fiscal report must provide information, including but not limited to, the obligation and expenditure status of the program funds by eligible uses category.

2) Annual Report: Grantees will be responsible for submitting an annual report no later than April 1 each year following the receipt of funds until all funds are fully expended. The annual report will contain detailed information on program activities in accordance with HSC sections 50221, 50222, and 50223, and be submitted in the form and method provided by HCD. The annual report must provide detailed description of activities through the prior calendar year, including, but not limited to, an ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses, as well as any additional information HCD deems appropriate or necessary.

3) Final Report: Grantees will be responsible for submitting a final report in accordance with HSC section 50223(e) no later than April 1, 2030, and must be submitted in the form and method provided by HCD. The final report must provide information, including but not limited to, detailed uses of all program funds.

4) HMIS/HDIS Reporting: Grantees and their subcontractors must report client data into their local HMIS pursuant to the requirements of AB 977 (Chapter 397, Statutes of 2021), and that data must be shared quarterly with the statewide Homeless Data Integration System (HDIS). As part of reporting responsibilities in accordance with HSC sections 50221, 50222, and 50223, Grantees must ensure proper recording of activities associated with these program funds. This is intended to efficiently

capture many of the non-fiscal reporting responsibilities required under HSC sections 50221, 50222, and 50223. HCD will make efforts to utilize statewide HDIS to fulfill grantee reporting requirements under HSC sections 50221, 50222, and 50223, however improper reporting into that system may require HCD to seek additional information directly from Grantees. Grantees may also be required to accept training and technical assistance in this area if their HMIS/HDIS is not properly tracked and shared.

5) HCD may require additional supplemental reporting with written notice to the Grantee.

6) The Grantee may, at their discretion, fully expend their HHAP 2 allocation prior to the end date of the grant term and will not be required to submit monthly fiscal reports after the month in which their allocation was fully expended. If changes arise with how funds were expended or categorized differently than originally stated, the Grantee is expected to submit an updated fiscal report within the time frame of the contract.

A. **Auditing**

The Department reserves the right to perform or cause to be performed a financial audit. At HCD's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP 2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

1) The audit shall be performed by an independent certified public accountant.

2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.

3) The Grantee is responsible for the completion of audits and all costs of preparing audits.

4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

5. **Inspection and Retention of Records**

EXHIBIT C

A. **Record Inspection**

The Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested. The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP 2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (l), if upon inspection of records HCD identifies noncompliance with grant requirements HCD retains the right to impose a corrective action plan on the Grantee.

B. **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. **Breach and Remedies**

A. **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

1) Grantee's failure to comply with the terms or conditions of this Agreement.

2) Use of, or permitting the use of, HHAP 2 funds provided under this Agreement for any ineligible activities.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. **Remedies for Breach of Agreement**

EXHIBIT C

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

1) Bar the Grantee from applying for future HHAP funds;

2) Revoke any other existing HHAP 2 award(s) to the Grantee;

3) Require the return of any unexpended HHAP 2 funds disbursed under this Agreement;

4) Require repayment of HHAP 2 funds disbursed and expended under this Agreement;

5) Require the immediate return to HCD of all funds derived from the use of HHAP 2 funds

6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP 2 requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than fifteen (15) days.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the

EXHIBIT C

evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). The Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

EXHIBIT C

general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1) The dangers of drug abuse in the workplace;

2) Grantee's policy of maintaining a drug-free workplace;

3) Any available counseling, rehabilitation, and employee assistance program; and

4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

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B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1) Will receive a copy of Grantee's drug-free policy statement, and

2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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

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

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP 2 funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.

EXHIBIT C

3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

4) Agree to include all the terms of this Agreement in each subcontract.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP 2 program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

14. **Inspections**

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. The Department reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. The Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall

EXHIBIT C

not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP 2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP 2 funds, must be used for HHAP 2 eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. The Department reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest-bearing accounts.

2. Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP 2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP 2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3. The Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP 2 funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP 2 funding (e.g., by creating appropriate HHAP 2 specific funding sources and project codes in HMIS).

4. The Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, “health information” means “protected health information,” as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and “medical information,” as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by

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operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

5. The Grantee shall include in their annual report and upon request from HCD an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP 2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCD.

6. The Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD and report to HCD on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

7. The Grantee agrees to demonstrate a commitment to racial equity and, per HSC section 50222 subdivision (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCD, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19

8. The Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

9. The Department reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the purpose and objectives of the Program are achieved.

10. The Department represents that the intent of Exhibit D, Termination and Sufficiency of Funds, Sufficiency of Funds is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in HHAP 2 NOFA dated November 13, 2020 for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of Exhibit D, Termination and Sufficiency of Funds, Sufficiency of Funds once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

150

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-HHAP-00095	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Tehama County

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

$143,682.00 (One Hundred Forty Three Thousand Six Hundred Eighty Two Dollars and No Cents)

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tehama County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
818 Main Street	Red Bluff	CA	96080

PRINTED NAME OF PERSON SIGNING	TITLE
Valerie S. Lucero	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Valerie S Lucero	07/21/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-HHAP-00095	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
915 Capitol Mall, Suite 350-A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Lourdes Castro Ramirez (Aug 26, 2021 13:10 PDT)	Aug 26, 2021		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

HOMELESS HOUSING, ASSISTANCE AND PREVENTION
ROUND 2 FUNDING
REQUEST FOR FUNDS FORM

Contract Number	21-HHAP-00095		
Invoice Number	21-HHAP-00095		
Grantee Name:	County of Tehama	**Expiration Date:**	6/30/2026
Attention to:	Executive Director	**Contact Person:**	Valerie Lucero
Address:	P.O. Box 400	**Contact Person Title:**	Executive Director
City/State/Zip:	Red Bluff, CA 96080	**E-mail:**	Valerie.Lucero@tchsa.net
		Phone No.:	530-528-3216

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING BREAKDOWN

AWARD	
Eligible Use Category per § HSC 50220.5(d)	**Draw Amount**
Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees	**$0.00**
Operating subsidies and reserves in new and existing affordable or supportive housing units, emergency shelters, and navigation centers	**$121,682.00**
Street outreach to assist persons experiencing homelessness to access permanent housing and services	**$0.00**
Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing	**$12,000.00**
Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system	**$0.00**
Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions	**$0.00**
Prevention and shelter diversion to permanent housing, including rental subsidies	**$0.00**
New navigation centers and emergency shelters based on demonstrated need	**$0.00**
Strategic homelessness planning and infrastructure development to support CES and HMIS (up to 5%)	**$0.00**
Administrative costs to administer the program allocation (up to 7%)	**$10,000.00**
TOTAL:	**$143,682.00**

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Valerie S. Lucero	Executive Director
Name of Authorized Representative or Signatory	
Valerie S. Lucero	07/21/2021
Signature of Authorized Representative or Signatory	**Date:**

BCSH USE ONLY

Grant Management Representative Signature	**Date:**
Victor Duron	
Grant Management Representative Name	

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this

funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.

c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3) Definitions

The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services, and Housing Agency.

(b) "Applicant" means a Continuum of Care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP-2 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

(i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

(ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

(iii) Shelter vacancy rate in the summer and winter months.

(iv) Percentage of exits from emergency shelters to permanent housing solutions.

(v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Tehama County
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	818 Main Street Red Bluff, CA 96080
CONTRACT MANAGER	Victor Duron	Valerie Lucero
PHONE NUMBER:	(916) 510-9442	(530) 528-3216
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	valerie.lucero@tchsa.net

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

b) Contractual Obligation:

i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023.**

ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

Initial Here

Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.

a) Budget Changes
   i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.

   ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D

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- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:

i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.

ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.

d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.

f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

g) HHAP-2 funds shall be expended by June 30, 2026

h) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

5) <u>Ineligible Costs</u>

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

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HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**
Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**
Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

b) Expenditure Reports

In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.

iv) HCFC may require additional supplemental reporting with written notice to the Grantee.

v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

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ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (l), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

Initial Here

i) Grantee's failure to comply with the terms or conditions of this Agreement.
ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement
In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

i) Bar the Grantee from applying for future HHAP funds;
ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.

c) All remedies available to Agency are cumulative and not exclusive.

d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age

(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

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

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

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general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

i) The dangers of drug abuse in the workplace;
ii) Grantee's policy of maintaining a drug-free workplace;
iii) Any available counseling, rehabilitation, and employee assistance program; and
iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

i) Will receive a copy of Grantee's drug-free policy statement, and

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ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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

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

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

á) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

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The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCFC upon request.

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.

2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational

necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.

6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19

8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Department of Housing and Community Development

Contract Description: For the purpose of HHAP-2 Grant funding

APPROVED AS TO FORM:



Date: 06/03/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0974 **Agenda Date:** 6/16/2026 **Agenda #:** 14.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services for the rates set forth in the Fee Schedules attached as Exhibit “B”, “C”, and “D” with maximum compensation not to exceed $132,000 in any fiscal year, with a term of 7/1/26 through 6/30/29

Financial Impact:
Fees will be paid for with realignment funds, various program revenue and client fees. There is no impact to the General Fund.

Background Information:
The vendor has satisfactorily provided janitorial services for the Health Services Agency for the past several years. If this Agreement is not approved, the facilities risk becoming unclean, unsafe, and potentially jeopardize the programs administered in each.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND AMERICAN JANITORIAL & MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance ("Contractor") for the purpose of providing janitorial services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Provide janitorial services as outlined in Exhibit B, C and D, attached and incorporated herein as part of this agreement.

B. Provide additional janitorial services upon request on an as needed basis at the rates set forth in Exhibits B, C and D.

C. Provide County with a list of employees who will gain access to the buildings identified in this agreement, for the purpose of providing janitorial services.

C. Furnish all janitorial supplies and equipment necessary to perform services outlined in this agreement, except the antibacterial solution used in areas of exposure to bloodborne pathogens. These supplies do not include restroom supplies such as hand soap, hand towels, tissue, deodorants, etc. County shall furnish these supplies.

D. Maintain a 24 (twenty-four) hour service from Contractor's office and Contractor's regular system of inspection assures County of maximum efficiency.

E. Provide all education of Contractor's employees regarding issues of confidentiality and safety, education regarding the use of cleaning solutions and equipment, and any other necessary training.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County shall make the buildings at the following locations, accessible to employees of Contractor:

Administration, Fiscal and Support
818 Main Street
Red Bluff, CA

Substance Use Recovery
1850 Walnut Street
Red Bluff, CA

Behavioral Health
Bldg. A & Bldg. B
1860 Walnut Street
Red Bluff, CA

Behavioral Health
YES Building
1900 Walnut Street
Red Bluff, CA

Public Health
Main (Bldg. C) and Modular (Bldg. D)
1860 Walnut Street
Red Bluff, CA

Vista Way
1445 Vista Way
Red Bluff, CA

Medical Clinic
Bldg. E & Bldg. F
1850 Walnut Street
Red Bluff, CA

Public Health, WIC
Bldg. H
1850 Walnut Street
Red Bluff, CA

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibits B, C and D after satisfactorily completing the duties described in this Agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed 132,000.00 in any one fiscal year (July – June). Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 20th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026 and shall terminate June 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she

has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance 598 Garden Hwy., Ste. 5 Yuba City, CA 95991

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. CODE OF CONDUCT

Contractor shall comply with Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Program, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;

- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

27. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all client, employee, or County information with which the Contractor

may come into incidental contact in the process of performing its contracted services. Except as solely required to perform the contracted services hereunder, the Contractor shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the County, be considered a material breach of this Agreement.

28. GOVERNMENT CODE SECTION 31000 FINDING

By approving this contract, the Board of Supervisors finds that all existing County maintenance and custodial employee resources located in proximity to the facilities served by this contract are fully committed to serving other County buildings, and that each of the facilities served by this contract is therefore remote from any available county employee resources. The Board further finds that the County's economic interests are best served by this contract rather than by paying additional travel and subsistence expenses to existing county maintenance and custodial employees.

29. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic

signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

30. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through D, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibits, the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 6-3-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

AMERICAN JANITORIAL AND MAINTENANCE SERVICES, INC. DBA: ULTIMATE BUILDING MAINTENANCE

Date: May 27,2026

Roger Toor, President

121014
Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance
Janitorial Services

Building	Amount	Frequency
Administration Fiscal & Support Services *(Includes bathroom floors)*	$725.00 x 12 = $8,700.00	2 x Weekly
Behavioral Health - Main Bldg. A	$780 x 12 = $9,360	3 x Weekly
Behavioral Health Bldg. B	$780 x 12= $9,360	3 x Weekly
Behavioral Health Vista Way	$195 x 12 = $2,340.00	1 x Monthly
Substance Use Recovery	$535.00 x 12 = $6,420.00	2 x Weekly
Public Health Main and Modular	$1,050.00 x 12 = $12,600.00	3 x Weekly
Public Health WIC Office	$350.00 x 12 = $4,200.00	3 x Weekly
Medical Clinic *(Includes Common Areas)*	$2,290 x 12 = $27,480.00	5 x Weekly
Medical Clinic (Bldg. E Hallway)	$2,470 x 12 = $29,640	5 x Weekly
TOTAL ANNUALLY:	**110,100**	

Exhibit C

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance
Carpet Steam Cleaning

	Price for Each Semi Annual Service	Total Price per Year
Vista Way	$766.65	$1,533.30
Medical Clinic *(Includes Common Areas)*	$121.35	$242.70
Public Health Main	$358.20	$716.40
Public Health Modular	$522.45	$1,044.90
Public Health WIC Office	$66.00	$132.00
Substance Use Recovery	$271.80	$543.60
Administration Fiscal and Support Services	$955.95	$1,911.90
Total:	**$3,062.40**	**$6,124.80**

Exhibit D

American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance Clean and Buff &
Scrub and Recoat Service

	Price for Each Semi Annual Service	Total Price per Year
Behavioral Health Main	Clean and Buff: $120 Scrub and Recoat: $1,356	Clean and Buff: $240 Scrub and Recoat: $2712
Behavioral Health TAY Building	Clean and Buff: $100 Scrub and Recoat: $630	Clean and Buff: $200 Scrub and Recoat: $1,260
Behavioral Health Vista Way	Clean and Buff: $120 Scrub and Recoat: $800	Clean and Buff: $240 Scrub and Recoat: $1,600
Medical Clinic, Common Areas included in Clinic	Clean and Buff: $150 Scrub and Recoat: $1,500	Clean and Buff: $300 Scrub and Recoat: $3000
Public Health Main	Clean and Buff: $85 Scrub and Recoat: $220	Clean and Buff: $170 Scrub and Recoat: $440
Public Health Modular	Clean and Buff: $45 Scrub and Recoat: $115	Clean and Buff: $90 Scrub and Recoat: $230
Public Health WIC Office	Clean and Buff: $55 Scrub and Recoat: $400	Clean and Buff: $110 Scrub and Recoat: $800
Substance Use Recovery	Clean and Buff: $150 Scrub and Recoat: $1,944	Clean and Buff: $300 Scrub and Recoat: $3,888
Total:	**Clean and Buff: $825** **Scrub and Recoat: $6,965**	**Clean and Buff: $1,650** **Scrub and Recoat: $13,930**

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Vendor Name: American Janitorial & Maintenance Services, Inc. DBA: Ultimate Building Maintenance

Contract Description: For the purpose of providing janitorial services

APPROVED AS TO FORM:



Date: 06/03/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0977 **Agenda Date:** 6/16/2026 **Agenda #:** 15.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign Amendment No. 1 to the Misc. Agreement 2025-099 with The Vitality Project for the consolidation of HHAP-1and HHAP-2 funding, thereby amending the amount to $115,139, effective 71/23 through 6/30/26

Financial Impact:
The Budget Unit is 40131. The Department will be obligating the HHAP-1 and HHAP-2 funding awards to The Vitality Project, the Lead Department for CA-527 Tehama County Continuum of Care, in the amount of $115,139. There is no impact to the General Fund.

Background Information:
On April 29, 2025, the Board of Supervisors approved the Misc. Agreement 2025-099 for the purpose consolidating the Homeless Housing, Assistance and Prevention (HHAP) rounds 1 (HHAP-1) and 2 (HHAP-2) and redirecting funds to the Tehama Continuum of Care (CoC), with The Vitality Project being the Administrative Oversight. HHAP funds can be used to support a variety of services vital to addressing homelessness, including rental assistance, development and improvements to navigation centers, and emergency shelters, street outreach, system support and regional coordination, and prevention and diversion, among others.

As of March 31, 2026, a total of $59,286.34 had been expended through the Standard Agreement 21-HHAP-00095 (Misc. Agreement #2021-193), leaving $84,395.66 unexpended as of that date. To ensure that all HHAP funds allocated for use within Tehama County are used to support services conducted in Tehama County, we are redirecting any additional HHAP-2 funds that the County does not anticipate spending to Tehama CoC. Tehama CoC will utilize all redirected funds to support expenditures incurred within the HHAP-2 performance period. Accomplishing this will require that Tehama CoC re-allocate expenses originally allocated to later rounds of HHAP in Tehama CoC's accounting system, freeing those funds from later rounds of HHAP for future use while protecting HHAP-2 funds awarded to the County from reverting to the State of California. It is anticipated that this will be accomplished entirely through re-allocation of expenditures originally supported by funds budgeted to the "Systems Support" Eligible Use in Rounds 1-5 of the HHAP programs.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THE VITALITY PROJECT

This Amendment #1 to Agreement Number 2025-099, dated April 10, 2025, by and between the County of Tehama, through Health Services Agency (County) and The Vitality Project (Contractor) for the provision of consolidating HHAP-1 and HHAP-2 funding and redirecting the balance of the HHAP-2 unexpended funds prior to standard agreement timeframes, shall be amended as follows:

3. COMPENSATION

Contractor shall be paid an all-inclusive flat fee of $115,139 for all services rendered under this agreement. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

Exhibit B shall be replaced in its entirety as set forth in pages 3-4 of this Amendment.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-099 shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____ _____

Jayme S. Bottke, Executive Director

THE VITALITY PROJECT

Date: _____ _____

Andrea Curry, Executive Director

Vendor Number

Standard Form of Amendment – Services adopted 4-27-10

Exhibit B

SCOPE OF WORK

BACKGROUND: Funding through the Homeless Housing, Assistance and Prevention (HHAP) program Rounds 1 (HHAP-1) and 2 (HHAP-2) has been made available through the California Interagency Council on Homelessness (Cal ICH) to support building regional coordination and a unified response to reduce homelessness across California. HHAP funds can be used to support a variety of services vital to addressing homelessness, including rental assistance, development and improvements to navigation centers and emergency shelters, street outreach, system support and regional coordination, and prevention and diversion, among others.

Both the County of Tehama and the Tehama County Continuum of Care (Tehama CoC) have received formula allocations through both HHAP-1 and HHAP-2. Tehama County Health Services Agency (TCHSA) is the county department responsible for having submitted the HHAP-1 and HHAP-2 applications and has worked closely with the CoC to ensure that the combined funds available to serve people experiencing homelessness in Tehama County are used efficiently and for the greatest impact. The final expenditure deadline for HHAP-1 funds is June 30, 2025, and the final expenditure deadline for HHAP-2 funds is June 30, 2026.

DESCRIPTION: To ensure efficient and effective use of HHAP-1 and HHAP-2 funds consistent with funding requirements, including expenditure deadlines, the CoC will fulfil certain roles with regards to managing HHAP-1 and HHAP-2 funds initially received by the County.

Youth Set-Aside Funds: Per program guidelines, HHAP grantees are required to set aside no less than 8% of their HHAP-1 and HHAP-2 awards to support services for homeless youth. For the purpose of this program, a "homeless youth" is defined as " … an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2))," And includes "unaccompanied youth who are pregnant or parenting."

The youth set-aside fund amounts for HHAP-1 and HHAP-2 awards received by the County and the CoC are as follows:

	HHAP-1 Youth Set-aside	HHAP-2 Youth Set-aside	Total
County of Tehama	$25,145	$11,495	**$36,639**
Tehama CoC	$40,000	$20,000	**$60,000**
Total	**$65,145**	**$31,495**	**$96,639**

Through this agreement, the County is consolidating its HHAP-1 and HHAP-2 youth set-aside funding and transferring the combined total amount of $36,639 to the CoC to be combined with HHAP-1 and HHAP-2 youth set-aside funds received by the CoC, as well as funds received by

the CoC through similar sources, including later rounds of HHAP funding, and used to support provision of services for homeless youth.

Systems Support: The County and the CoC recognize the important role that coordination between governmental and nonprofit partners plays in addressing homelessness in Tehama County. Per program guidelines, "Systems Support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth," is an eligible use of HHAP-1 and HHAP-2 funds.

Through this agreement, the County is transferring a total amount of $78,500 to the CoC to be used to support the cost of systems support activities necessary to create, support, and strengthen regional partnerships and maintain a homeless services and housing delivery system in Tehama County.

Tehama County

Minutes Certification

File Number: 25-0656 **Enactment Number: MISC. AGR 2025-099**

8. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-0656**

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with The Vitality Project for the consolidation of HHAP-1 and HHAP-2 funding in the amount of $36,639 effective 7/1/23 through 6/30/26
Enactment No: MISC. AGR 2025-099

Approval of the Consent Agenda.

A motion was made by Vice Chair Nolen, seconded by Supervisor Jones, to approve the Consent Agenda. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Pati Nolen
SECONDER:	Greg Jones
AYES:	Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/29/2025.

Attest: Deputy

May 12, 2025
Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND THE VITALITY PROJECT

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and The Vitality Project, as Lead Department for CA-527 Tehama County Continuum of Care ("Contractor") for the purpose of consolidating Tehama County's HHAP-1 and HHAP-2 Youth Set-Aside funding to transfer in its entirety to the Continuum of Care (CoC). Since receiving HHAP-1 and HHAP-2 funding, the Contractor and County have encountered challenges in identifying an appropriate provider to conduct HHAP-eligible, youth-focused services, likely due to the available amounts in individual HHAP awards being too small to support the cost of initiating and conducting these activities. The partners expect that combining the total funds available for these activities into a single local funding opportunity will mitigate this issue and lead to successful implementation of effective services for homeless youth in Tehama County.

This Agreement shall supersede Miscellaneous Agreement #2023-147 due to change in Administrative Oversight, which was effective on July 1, 2023.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services as outlined and attached hereto as Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid an all-inclusive flat fee of $36,639 for all services rendered under this agreement. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the flat fee

amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4. BILLING AND PAYMENT

Contractor shall submit an invoice for the flat fee amount to County within thirty (30) days after service has been completed to the reasonable satisfaction of County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2023, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	The Vitality Project Attn: Executive Director P.O. Box 9189 Red Bluff, CA 96080 (530) 567-4408

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. <u>CONFIDENTIALITY</u>

The intent of this agreement is for the Contractor to assist in the implementation of effective services for homeless youth in Tehama County. However, should specific information regarding the County's clients become known to Contractor, the following confidentiality rules shall apply:

Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

a. All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

b. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

c. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 4-10-25

Jayme S. Bottke, Executive Director

THE VITALITY PROJECT

Date: 4/9/2025

Andrea C. Curry, Executive Director

Contractor Number

Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

SCOPE OF WORK

BACKGROUND: Funding through the Homeless Housing, Assistance and Prevention (HHAP) program Rounds 1 (HHAP-1) and 2 (HHAP-2) has been made available through the California Interagency Council on Homelessness (Cal ICH) to support building regional coordination and a unified response to reduce homelessness across California. HHAP funds can be used to support a variety of services vital to addressing homelessness, including rental assistance, development and improvements to navigation centers and emergency shelters, street outreach, system support and regional coordination, and prevention and diversion, among others.

Both the County of Tehama and the Tehama County Continuum of Care (Tehama CoC) have received formula allocations through both HHAP-1 and HHAP-2. Tehama County Health Services Agency (TCHSA) is the county department responsible for having submitted the HHAP-1 and HHAP-2 applications and has worked closely with the CoC to ensure that the combined funds available to serve people experiencing homelessness in Tehama County are used efficiently and for the greatest impact.

DESCRIPTION: Per program guidelines, HHAP grantees are required to set aside no less than 8% of their HHAP-1 and HHAP-2 awards to support services for homeless youth. For the purpose of this program, a "homeless youth" is defined as " … an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2))," And includes "unaccompanied youth who are pregnant or parenting." The final expenditure deadline for HHAP-1 funds is June 30, 2025, and the final expenditure deadline for HHAP-2 funds is June 30, 2026.

The youth set-aside fund amounts for HHAP-1 and HHAP-2 awards received by the County and the CoC are as follows:

	HHAP-1 Youth Set-aside	**HHAP-2 Youth Set-aside**	**Total**
County of Tehama	$25,145	$11,495	**$36,639**
Tehama CoC	$40,000	$20,000	**$60,000**
Total	**$65,145**	**$31,495**	**$96,639**

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: The Vitality Project

Contract Description: For the purpose of administrative oversight regarding HHAP-1 and HHAP-2 grant funds

APPROVED AS TO FORM:



Date: 4/08/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-0656 **Enactment Number: MISC. AGR 2025-099**

8. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-0656**

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with The Vitality Project for the consolidation of HHAP-1 and HHAP-2 funding in the amount of $36,639 effective 7/1/23 through 6/30/26
Enactment No: MISC. AGR 2025-099

Approval of the Consent Agenda.

A motion was made by Vice Chair Nolen, seconded by Supervisor Jones, to approve the Consent Agenda. The motion carried by the following vote:

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Pati Nolen
SECONDER:	Greg Jones
AYES:	Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 4/29/2025.

Attest: Deputy

May 12, 2025
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency/Mental Health

Vendor Name: The Vitality Project

Contract Description: For the purpose of updating the scope of work in Exhibit B

APPROVED AS TO FORM:



Date: 06/04/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

220

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-HHAP-00095	010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

Tehama County

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

$143,682.00 (One Hundred Forty Three Thousand Six Hundred Eighty Two Dollars and No Cents)

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	7
	Exhibit B	Budget Detail and Payment Provisions	4
	Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
+ -	Exhibit D	Special Terms and Conditions	2
+ -	Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Tehama County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
818 Main Street	Red Bluff	CA	96080

PRINTED NAME OF PERSON SIGNING	TITLE
Valerie S. Lucero	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Valerie S Lucero	07/21/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-HHAP-00095	010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Business, Consumer Services and Housing Agency			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
915 Capitol Mall, Suite 350-A	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Lourdes Castro Ramírez	Secretary		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Lourdes Castro Ramirez (Aug 26, 2021 13:10 PDT)	Aug 26, 2021		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815

HOMELESS HOUSING, ASSISTANCE AND PREVENTION
ROUND 2 FUNDING
REQUEST FOR FUNDS FORM

Contract Number	21-HHAP-00095		
Invoice Number	21-HHAP-00095		
Grantee Name:	County of Tehama	**Expiration Date:**	6/30/2026
Attention to:	Executive Director	**Contact Person:**	Valerie Lucero
Address:	P.O. Box 400	**Contact Person Title:**	Executive Director
City/State/Zip:	Red Bluff, CA 96080	**E-mail:**	Valerie.Lucero@tchsa.net
		Phone No.:	530-528-3216

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING BREAKDOWN

AWARD	
Eligible Use Category per § HSC 50220.5(d)	**Draw Amount**
Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees	**$0.00**
Operating subsidies and reserves in new and existing affordable or supportive housing units, emergency shelters, and navigation centers	**$121,682.00**
Street outreach to assist persons experiencing homelessness to access permanent housing and services	**$0.00**
Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing	**$12,000.00**
Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system	**$0.00**
Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions	**$0.00**
Prevention and shelter diversion to permanent housing, including rental subsidies	**$0.00**
New navigation centers and emergency shelters based on demonstrated need	**$0.00**
Strategic homelessness planning and infrastructure development to support CES and HMIS (up to 5%)	**$0.00**
Administrative costs to administer the program allocation (up to 7%)	**$10,000.00**
TOTAL:	**$143,682.00**

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Valerie S. Lucero	Executive Director
Name of Authorized Representative or Signatory	
Valerie S. Lucero	07/21/2021
Signature of Authorized Representative or Signatory	**Date:**

BCSH USE ONLY

Grant Management Representative Signature	**Date:**
Victor Duron	
Grant Management Representative Name	

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this

funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.

c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3) Definitions

The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

(a) "Agency" means the Business, Consumer Services, and Housing Agency.

(b) "Applicant" means a Continuum of Care, city, or county.

(c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.

(d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

(f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP-2 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.

e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.

f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.

g) Prevention and shelter diversion to permanent housing, including rental subsidies.

h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:

(i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.

(ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.

(iii) Shelter vacancy rate in the summer and winter months.

(iv) Percentage of exits from emergency shelters to permanent housing solutions.

(v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

Initial Here

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	Tehama County
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	818 Main Street Red Bluff, CA 96080
CONTRACT MANAGER	Victor Duron	Valerie Lucero
PHONE NUMBER:	(916) 510-9442	(530) 528-3216
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	valerie.lucero@tchsa.net

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) **Effective Date, Term of Agreement, and Deadlines**

a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

b) Contractual Obligation:

i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023.**

ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

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Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.

a) Budget Changes
   i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.

   ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D

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- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:

i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.

ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.

b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.

d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

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obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.

f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

g) HHAP-2 funds shall be expended by June 30, 2026

h) In accordance with Health and Safety Code section 50220.5, subdivision (l), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.

i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

5) <u>Ineligible Costs</u>

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

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HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) **Termination and Sufficiency of Funds**

   a) **Termination of Agreement**
   Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

   b) **Sufficiency of Funds**
   This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) **Transfers**
Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) **Grantee's Application for Funds**
Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

b) Expenditure Reports

In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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(2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:

(a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.

(b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.

(c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.

(3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.

iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.

iv) HCFC may require additional supplemental reporting with written notice to the Grantee.

v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

i) The audit shall be performed by an independent certified public accountant.

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ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.

iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.

iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (l), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

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i) Grantee's failure to comply with the terms or conditions of this Agreement.
ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.

iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement
In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

i) Bar the Grantee from applying for future HHAP funds;
ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.

c) All remedies available to Agency are cumulative and not exclusive.

d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age

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(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

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

b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

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general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

- **i)** The dangers of drug abuse in the workplace;
- **ii)** Grantee's policy of maintaining a drug-free workplace;
- **iii)** Any available counseling, rehabilitation, and employee assistance program; and
- **iv)** Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

- **i)** Will receive a copy of Grantee's drug-free policy statement, and

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ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of $100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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

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

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

á) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:

i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

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The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCFC upon request.

14) Inspections

a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.

2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.

3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).

4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational

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necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.

6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.

7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19

8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

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Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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Tehama County

Agenda Request Form

File #: 26-0904 **Agenda Date:** 6/16/2026 **Agenda #:** 16.

HEALTH SERVICES AGENCY / DRUG & ALCOHOL

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Skyway House, Inc. for the provision of residential substance use disorder (SUD) treatment to certain Tehama County residents, with the maximum compensation not to exceed $100,000 per fiscal year, and a total maximum compensation not to exceed $300,000, effective 7/1/26 and shall terminate 6/30/2029 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Costs will be paid utilizing 2011 Realignment funds allocated for medically necessary services and/or Behavioral Health Services Act funds. No General Fund dollars are involved.

Background Information:
This is a renewal Agreement with the vendor to provide residential treatment services to residents of Tehama County. If this Agreement is not authorized, Tehama County clients who are currently receiving services, and those who need to do so in the future may find it difficult to obtain placement in another program of this type.

AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
SKYWAY HOUSE, LLC.

This agreement is entered into between the County of Tehama, through it's Health Services Agency ("County"), and Skyway House, LLC., a social model residential treatment facility for adult person(s) with a Substance Use Disorder ("Contractor"), for the purpose of providing residential treatment services to certain residents of Tehama County, determined by the Tehama County Health Services Agency, Drug and Alcohol, to be in need of residential services for the treatment of substance use disorders.

1. RESPONSIBILITIES OF CONTRACTOR

Drug and alcohol treatment residential services are defined for the purposes of this contract as a community-based, peer-group oriented, residential facility that provides food, shelter and certain services in a supportive non-drinking, non-drug using environment for ambulatory person(s) with a Substance Use Disorder. All services will be provided in accordance with Sections 11750 and 11841 of the California Health and Safety Code. The services include:

- Room and board.
- Counselor let educational and peer group sessions oriented towards practical problems in addiction, social, occupational, housing, and other areas.
- Individual counseling and support.
- Liaison on behalf of client in utilizing county and private services.
- Other program services in agreement with the purposes and standards as set forth in the State guidelines.
- Administrative services as required by the same alcoholism and drug abuse State guidelines.

The Contractor shall ensure that all clients follow the Pass Request and Offsite Activity Guidelines as outlined in **Exhibit C**.

The Contractor shall ensure that all clients are exposed to various types of community support systems, including, but not limited to, Alcoholics Anonymous, and/or Narcotics Anonymous meetings. Mandatory community support meeting attendance for all clients on a weekly basis is required. The Contractor will provide transportation to the meetings. The Contractor shall develop with each resident a written treatment/recovery plan within ten (10) days of admission, and a copy provided to the Tehama County Health Services Agency, Drug and Alcohol within fifteen (15) days.

There shall be no unlawful use of drugs or alcohol associated with the program and/or facility. Additionally, no aspect of the program or facility shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this contract, contractor agrees that it will enforce these requirements.

No Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRSBG) funds made available through this contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the state chooses to implement a demonstration syringe program for injecting drug users.

The Contractor will send to Tehama County Health Services Agency, Drug and Alcohol, upon date of discharge for each client, a summary of the client's progress in treatment that specifically addresses the items included in the treatment/recovery plan and any unresolved issues to be addressed by follow-up. All clients referred by Tehama County Health Services Agency, Drug and Alcohol will have an exit plan developed, with the assistance of the Contractor, five (5) days prior to discharge. The exit plan will have an outpatient appointment scheduled with Drug and Alcohol Division offices to ensure effective transition to the community.

Contractor shall implement a process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx) model, targeting at least one of the following four NIATx aims:

- Reduced waiting times
- Reduced no-shows
- Increased admissions

- Increase continuation in treatment

The Contractor shall submit to the Drug and Alcohol Administrator by the tenth (10th) day of the following month, a separate written status report consisting of:

- Number and names of residents at the beginning of the month.
- Names, dates, and times of admissions during the month.
- Names, dates, and times of discharges during the month for residents unsuccessfully terminated by the Contractor along with the reasons for termination.
- Names, dates, and times of successful discharges.
- Length of stay, in 24-hour days, by name, for each Tehama County resident admitted for treatment.

The monthly status report shall include a written analysis by the program outlining any problems, pertinent facts, or interim findings, which may affect the Contractor's ability to satisfactorily fulfill the terms of this agreement. Contractor will report, using the correct Tehama County code on CalOMS under Special Services Contract, clients that have been referred by Tehama County Health Services Agency, Drug and Alcohol Division.

Contractor will be evaluated by the following performance objectives:

- A minimum of 80% of all discharged residents who were in treatment at least thirty (30) days will successfully complete residential treatment.
- Successful completion will be defined as being achieved when the following criteria are met:
    1. The resident must maintain complete and continual sobriety when participating in the program.
    2. The resident must have successfully completed all required program components as verified by documentation in the resident's file.
    3. 75% of clients who complete residential treatment will continue meetings according to their aftercare program plan for a minimum of three (3)

months. The aftercare program may consist of an alumni group, Tehama County Health Services Agency, Drug and Alcohol Division group, individual counseling, employment training, and/or a 12-Step Program.

The Contractor must be licensed by the State of California, Department of Healthcare Services, in order to be eligible for payment by County. Without Agreement approval by the California State Department of Healthcare Services, this Agreement shall be null and void in its entirety. County shall not be liable for payment of services by the Contractor for any client for whom County has not given prior approval for payment. Any person, counselor or registrant providing intake, assessment or need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

The Contractor shall maintain, on a current basis, clinical records indicating the nature and extent of the services performed and fiscal records indicating the payment received under this Agreement. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. These shall be available for inspection by State, Federal, and County staff at any time. The Contractor shall submit a complete annual financial statement to the County no later than sixty (60) days after the end of the fiscal year and shall ensure that the appropriate audit trail exists by retaining all appropriate records and documents for the prescribed ten (10) years. Both parties to this Agreement agree to reply to any audit exceptions by State and Federal agencies and recognize that each is liable for its own audit exceptions. The Contractor will cooperate with County in the preparation of, and will furnish any and all information reasonably required, for reports to be prepared by County as may be required by the rules, regulations, or statutes of the State of California or the United States Government.

Effective July 1, 2022, MHPs, DMCODS/DMC counties will no longer be required to submit an annual Medi-Cal cost report. This policy change will eliminate the need for counties to collect and submit cost reports from subcontracted network providers for purposes of Medi-Cal reimbursement. However, counties may still need to collect cost information from subcontracted network providers for a variety of reasons, including, but not limited to:

- MHPs and DMC-ODS/DMC counties are required to continue to collect cost reports from network providers in compliance with DHCS cost reporting policies for services rendered prior to the date Behavioral Health Payment Reform is implemented on July 1, 2023.

- When cost reporting is required by state or federal law.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County agrees that individuals being referred to Contractor will complete a TB test and will provide results to Contractor prior to individual's entry into treatment. Additionally, clients will present with their social security card and a California Identification card or Drivers License. County shall provide consultation and professional assistance to Contractor's staff and clients to ensure an effective recovery and community re-entry.

County reserves the right to enter the Contractor's physical location at any given time during the term of this Agreement for purposes of privately monitoring and reviewing of the client's course of treatment paid for by the County. County may at least annually, and with at least two (2) weeks' notice, perform a review of all appropriate administrative, personnel, clinical, and fiscal records, policies and procedures to assure compliance with DHCS and Federal statutes, rules and regulations, as well as compliance with this Agreement. The purpose of this review is to assist in meeting the County's legal obligation to monitor all service Contractors.

3. **COMPENSATION**

Contractor shall bill third-party payers, including, but not limited to, private insurance, Medi-Cal, Medicare, and receive an Explanation of Benefits (EOB) from the third-party payer prior to billing County. County shall be the payer of last resort. In no case shall County liability for payment exceed rates set forth in the Fee Schedule, attached hereto as **Exhibit B**.

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as **Exhibit B** after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $100,000.00 for each fiscal year. Total maximum for this agreement is $300,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written

notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an

employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to **Exhibit A**, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party, executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first-class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director Post Office Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Skyway House Attn: CEO 392 Connors Ct. Suite C Chico, CA 95926 (530) 898-9424

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **STANDARDS OF THE PROFESSION**

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. **LICENSING OR ACCREDITATION**

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. **NO THIRD-PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of

the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)**

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor further acknowledges that it may not be a "covered entity" for purposes of HIPAA. However, when performing its duties under this contract, or when otherwise acting in relation to this contract, or when storing, using, or disclosing information generated or obtained by Contractor as a result of this contract, Contractor shall abide by all provisions of the HIPAA Privacy Rule and HIPAA Security Rule as if Contractor were a covered entity. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

28. **PERSONAL RIGHTS OF CLIENTS**

The Contractor shall protect and ensure that all residents receive their personal rights as authorized

in Title 9, Subchapter 5, section 10569.

Each resident shall have personal rights, which include, but are not limited to, the following:

1. The right to confidentiality as provided for in Title 42, sections 2.1 through 2.67-1, Code of Federal Regulations, effective August 1, 1975.
2. To be accorded dignity in personal relationships with staff and other persons.
3. To be accorded safe, healthful, and comfortable accommodations to meet his or her needs.
4. To be free from intellectual, emotional and/or physical abuse.
5. To be informed by the licensee of the provisions of law regarding complaints, including but not limited to the address and telephone number of the department.
6. To be free to attend religious services or activities of his or her choice and to have visits from a spiritual advisor provided that those services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only.

All residents shall be personally advised of, and given at admission, a copy of the rights specified in (1) through (6) above. Any violation of these rights shall be reported to the State Department of Healthcare Services (DHCS), the Tehama County Health Services Agency, Drug and Alcohol Program Administrator, or in his/her absence, the Drug and Alcohol Division Director, within three (3) days by telephone and will be followed up in writing.

29. **UNUSUAL OCCURRENCES**

The Contractor shall report all occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes, or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel or visitors, within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or FAX to the local Health Officer, the State Department of Health Services, and the Tehama County Drug and Alcohol Program Administrator, or in his/her absence, the Drug and Alcohol Division Director. An incident report shall be retained on file by the facility for one (1) year. The Contractor shall furnish such other pertinent information related to such occurrences as the local Health Officer or the State Department of Health Services may require. Every fire or explosion that occurs in or on the

premises shall be reported within twenty (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall.

30. CIVIL RIGHTS ACT

The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other non-merit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under the program or activity, subject an individual to segregated or separate treatment in any facility in, or in any manner or process, related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, the Contractor may deny services based on the availability of beds or to other standard admission procedures and requirements of the Contractor. Additionally, the nature of services that the Contractor provides will vary based on the treatment requirements of each individual client.

31. DRUG-FREE WORKPLACE

The Contractor and the Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor the Contractor's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances as defined in 21 USCA 812, including but not limited to Marijuana, Heroin, Cocaine, and Amphetamines at any of the Contractor's facilities or worksites. If the Contractor or any employee of the Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a Contractor facility or worksite of which the Contractor has knowledge, the Contractor within five (5) days thereafter, shall notify the Tehama County Health Services Agency, Alcohol and Drug Program

Administrator, or his/her designee, for County. Violation of this provision shall constitute a material breach of this Agreement.

32. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and Contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

The Code of Conduct is intended to provide TCHSA employees and Contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.

All TCHSA employees and Contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor,

Deputy Director, or the Quality Assurance Manager who shall act as the Compliance Officer.

- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Director, Agency Assistant Executive Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court

order and in accordance with the applicable law and TCHSA applicable policies and procedures;

- Shall promptly report to the Quality Assurance Officer any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Officer any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractors who report or suspect wrongdoing.

33. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age-appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

34. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

35. **BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

36. **INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY**

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language

assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

37. **MONITORING**

Contractor agrees to extend to the Tehama County Health Services Agency Substance Use Recovery Director and/or designee, the State Department of Health Care Services and/or designee, the right to review and monitor the housing facilities, applicable permits and licenses, rules, regulations and/or procedures, resident rooms, and any related documentation, at any time, in regards to residents referred to the transitional housing facility, as well as the overall operation of Contractor's residential program to ensure compliance with the terms and conditions of this Agreement.

38. **CLIENT PROGRESS REPORTS**

Contractor shall send to Tehama County Substance Use Recovery Center monthly and/or as soon as possible upon discharge (two (2) weeks prior to a planned discharge date) a written summary of the resident's progress in the transitional housing program that specifically addresses any items highlighted in the resident's treatment/recovery plan and/or any unresolved issues and/or areas of concern. Contractor shall also provide information on residents' progress immediately when such information is requested.

39. **TRIBAL COMMUNITIES AND ORGANIZATIONS**

The Contractor shell regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

40. **NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS**

County shall establish such processes and procedures necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

41. **LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

None of the funds made available through the Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

42. **PERINATAL PRACTICE GUIDELINES**

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guideline," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

43. **YOUTH TREATMENT GUIDELINES**

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

44. **ADDITIONAL CONTRACT REQUIREMENTS**

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

45. **HATCH ACT**

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

46. **NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS**

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

47. **RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

48. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996**

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data

element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding

electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

49. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

50. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards.

51. **INTRAVENOUS DRUG USE (IVDU) TREATMENT**

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

52. **TUBERCULOSIS TREATMENT**

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

53. **MARIJUANA RESTRICTION**

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

54. **PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA**

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

55. **ADOLESCENT BEST PRACTICES GUIDELINES**

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.

56. **NONDISCRIMINATION IN EMPLOYMENT AND SERVICES**

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

57. **FEDERAL LAW REQUIREMENTS**

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

58. **STATE LAW REQUIREMENTS**

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

59. **ADDITIONAL CONTRACT RESTRICTIONS**

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

60. **SUBCONTRACT PROVISIONS**

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

61. **DEBARMENT AND SUSPENSION**

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

62. RESIDENT DEATH REPORTING REQUIREMENTS

Substance Use Disorder (SUD) recovery or treatment facilities ("Facility") shall comply with all applicable reporting requirements in the event of a resident's death. The Facility shall submit a telephonic report to the Department of Health Care Services ("DHCS") within one (1) working day of the resident's death and a written report within seven (7) calendar days of the resident's death.

Both the telephonic and written reports shall include all information known to the Facility at the time of the reported death. At a minimum, such reports shall include: (a) a description of the event, including the time, location, and nature of the incident; (b) a list of immediate actions taken, including all persons contacted; and (c) a description of any planned follow-up actions, including, but not limited to, steps taken to prevent a future death.

63. ADDITIONAL REPORTING REQUIREMENTS (AB 1356 – "JOHN'S LAW")

Pursuant to Assembly Bill 1356, also known as "John's Law," and codified in Health and Safety Code section 11830.01, the Facility shall comply with the following additional requirements:

1. **Supplemental Reporting Within 30 Days**
   Within thirty (30) days of a resident's death, the Facility shall submit to DHCS any relevant information that was not known at the time of the initial report. If DHCS determines that the Facility failed to submit relevant information within this thirty (30)-day period, DHCS shall issue a written notice of deficiency to the Facility.

2. **Deficiencies Identified by DHCS**
   If, during its investigation of a resident's death, DHCS identifies any violations of Chapter 7.5 (commencing with section 11834.01) of the Health and Safety Code, or any regulations adopted thereunder, DHCS shall issue a written notice of deficiency to the Facility. Such notice shall include required corrective actions and a specified timeframe within which the Facility must respond and remedy the identified deficiencies.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 5-18-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 5/8/26

SKYWAY HOUSE

David Diechler, Executive Director

112458
Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

FEE SCHEDULE

Services rendered shall include pre-screening subject to deductions as set forth in Health and Safety Code section 11849.5. One day is defined as twenty-four (24) hours' room and board and social rehabilitation services for each person in a non-drinking, non-drug using environment. Funding will be provided only while the resident is physically present at the facility and receiving program benefits. Statement shall include:

1. The name of the client(s).
2. Date(s) of admission and discharge.
3. Number of day(s) in the program.
4. Amount of charge to County, and any payments received from the client(s) on account.

SKYWAY HOUSE COUNTY RATES

FY 2026/2027

Residential Treatment	**Daily Rate**	
Minimum 30 Days/ Maximum 6 mths	$164.04	
Intensive Outpatient	**Total Cost**	**Per Unit**
90 Day Program 36 Groups, 13 Individual Sessions	$3,196	$88/Individual, $57/Group
Outpatient	**Total Cost**	**Per Unit**
90 Day Program 12 Groups, 13 Individual Sessions	$1,828	$88/Individual, $57/Group

Exhibit C

PASS REQUEST AND OFFSITE ACTIVITY GUIDELINES

A) Pass Request Time Frames and Offsite Activity Criteria

1) Tehama County Drug and Alcohol clients will only be allowed a maximum of one pass request per week for up to, but not more than, eight (8) hours per pass.
2) No twenty-four hour or weekend pass requests will be authorized by Tehama County Drug and Alcohol.
3) Tehama County Drug and Alcohol clients may not leave the residential treatment facility for walks, meetings, or any other offsite activity without the accompaniment of residential treatment staff. This does not apply to passes.

B) Information Required on Pass Request

Pass requests submitted by the residential treatment provider shall contain a minimum of the following:

1) Client's name
2) Date of pass request
3) Time and date client is requesting off
4) Reason for request (be specific, i.e. who, when, where, how, why)
5) Client's Compliance with Treatment
6) Phone number where client can be reached during pass period
7) Name and phone number of residential treatment counselor submitting request

C) Procedures for Submitting Pass Requests and Approval/Denial Notification

1) Tehama County Drug and Alcohol clients shall fill out a residential treatment facility pass request form.
2) The residential treatment provider shall submit a pass request by fax to the appropriate drug and alcohol supervisor or counselor no later than 2:00 pm on Wednesday of the week of the pass request.
3) The residential treatment provider shall submit a copy of the client's progress report with the pass request.
4) A Tehama County Drug and Alcohol counselor or supervisor will respond to residential treatment provider verbally or in writing no later than Friday of the receipt of the request indicating approval or denial of the pass request.

D) Client's Return from Pass to Residential Treatment Facility

1) The residential treatment provider shall administer a drug test to the client upon his/her return from the pass.
2) If the client does not return from his/her pass, the residential treatment provider shall notify Tehama County Drug and Alcohol immediately by phone.

EXHIBIT D

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit D is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit D consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI): and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit D consists of the following parts:

1. Exhibit D-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

1. Exhibit D-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit D-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit D-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit D in its entirety.

EXHIBIT D-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under 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"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit D-1 of this Agreement. This information is hereafter referred to as "Department PHI".

C. The purpose of this Exhibit D-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit D-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit D-2) and this Exhibit D-1 shall apply.

D. The terms used in this Exhibit D-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit D-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.** Except as otherwise indicated in this Exhibit D-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit D-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

4. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit D-1, Contractor may:

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit D-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

5. Prohibited Uses and Disclosures

1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit D of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit D, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit D-1 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit D-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit D-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit D-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI**. Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1,Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit D-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause**. In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit D-1 by Contractor, the Department shall:

a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit D-1 and cure is not possible.

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EXHIBIT D-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit D as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Sub-chapter A, Part 2.

B. The purpose of this Exhibit D-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit D-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit D-1 and this Exhibit D-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit D-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. **Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit D-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. **Responsibilities of Contractor**

Contractor agrees:

1) Nondisclosure. Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit D-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit D-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Sub-chapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit D-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx .

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of

PHI. Within 72 hours of the discovery, Contractor shall submit an updated “Privacy Incident Report” containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the “Privacy Incident Report” form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

h. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit D-2 and for communicating on security matters with the Department.

EXHIBIT D-3

Miscellaneous Terms and Conditions

Applicable to Exhibit D

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit D, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

2) **Amendment**. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit D 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, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit D embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

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

6) **Interpretation**. The terms and conditions in this Exhibit D shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit D shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit D-1, and Section 3, Item B of Exhibit D-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

10) **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit D. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit D. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit D.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit D.

13) **Term.** The Term of this Exhibit D-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

A. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

B. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. **Confidentiality Statement**. All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

A. **Workstation/Laptop encryption**. All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

B. **Server Security**. Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. **Minimum Necessary**. Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. **Removable media devices**. All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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

F. **Patch Management**. All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

G. **User IDs and Password Controls**. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

    1) Upper case letters (A-Z)
    2) Lower case letters (a-z)
    3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.

I. **System Timeout**. The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. **Warning Banners**. All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. **Access Controls**. The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. **Transmission encryption**. All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.

N. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. Audit Controls

A. **System Security Review**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

4. Business Continuity / Disaster Recovery Controls

A. **Emergency Mode Operation Plan**. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

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

5. Paper Document Controls

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

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

C. **Confidential Destruction**. Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. **Removal of Data**. Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.

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

F. **Mailing**. Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Skyway House

Contract Description: For the purpose of providing residential Substance Use Disorder treatment

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0905 **Agenda Date:** 6/16/2026 **Agenda #:** 17.

HEALTH SERVICES AGENCY / DRUG & ALCOHOL

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Empire Recovery Center for the provision of residential substance use disorder (SUD) treatment to certain Tehama County residents, with the maximum compensation not to exceed $50,000 per fiscal year, and a total maximum compensation not to exceed $150,000, effective 7/1/26 and shall terminate 6/30/2029 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Costs will be paid utilizing 2011 Realignment funds allocated for medically necessary services and/or Behavioral Health Services Act funds. No General Fund dollars are involved.

Background Information:
This is a renewal Agreement with the vendor to provide residential treatment services to residents of Tehama County. If this Agreement is not authorized, Tehama County clients who are currently receiving services, and those who need to do so in the future may find it difficult to obtain placement in another program of this type.

AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
EMPIRE RECOVERY CENTER

This agreement is entered into between the County of Tehama, through its Health Services Agency ("County"), and Empire Recovery Center, a social model residential treatment facility for adult person(s) with a Substance Use Disorder ("Contractor"), for the purpose of providing residential treatment services to certain residents of Tehama County, determined by the Tehama County Health Services Agency, Drug and Alcohol, to be in need of residential services for the treatment of substance use disorders.

1. RESPONSIBILITIES OF CONTRACTOR

Drug and alcohol treatment residential services are defined for the purposes of this contract as a community-based, peer-group oriented, residential facility that provides food, shelter and certain services in a supportive non-drinking, non-drug using environment for ambulatory person(s) with a Substance Use Disorder. All services will be provided in accordance with Sections 11750 and 11841 of the California Health and Safety Code. The services include:

- Room and board.
- Counselor led educational and peer group treatment sessions oriented towards practical problems in addiction, social, occupational, housing and other areas.
- Individual counseling, case management and support.
- Liaison on behalf of client in accessing and utilizing county and private services.
- Other program services in agreement with the purposes and standards as set forth in the State guidelines.
- Administrative services as required by the same alcoholism and drug abuse State guidelines.

The Contractor shall ensure that all Tehama County clients follow the Pass Request and Offsite Activity Guidelines as outlined in **Exhibit C**.

The Contractor shall ensure that all clients are exposed to various types of community support systems, including but not limited to Alcoholics Anonymous, and/or Narcotics Anonymous meetings. Mandatory attendance at community support meetings, for all clients, on a weekly basis is required. The Contractor will provide transportation to and from the meetings. The Contractor shall develop with each resident a written treatment/recovery plan within ten (10) days of admission, and a copy provided to the Tehama County Health Services Agency, Drug and Alcohol within fifteen (15) days.

There shall be no unlawful use of drugs or alcohol associated with the program and/or facility. Additionally, no aspect of the program or facility shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this contract, contractor agrees that it will enforce these requirements.

No Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRSBG) funds made available through this contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the state chooses to implement a demonstration syringe program for injecting drug users.

The Contractor will send to Tehama County Health Services Agency, Drug and Alcohol Division, upon date of discharge for each client, a summary of the client's progress in treatment that specifically addresses the items included in the treatment/recovery plan and any unresolved issues to be addressed by follow-up treatment services. All clients referred by Tehama County Health Services Agency, Drug and Alcohol will have an exit plan developed, with the assistance of the Contractor, five (5) days prior to discharge. The exit plan will have an outpatient appointment scheduled with Drug and Alcohol offices to ensure effective transition to the community.

Contractor shall implement a process improvement project as outlined in the Network Improvement of Addiction Treatment (NIATx) model, targeting at least one of the following four NIATx aims:

- Reduced waiting times
- Reduced no-shows
- Increased admissions

- Increase continuation in treatment

The Contractor shall submit to the Drug and Alcohol Administrator by the tenth (10th) day of the following month, a separate written status report consisting of:

- Number and names of residents at the beginning of the month.
- Names, dates, and times of admissions during the month.
- Names, dates, and times of discharges during the month for residents unsuccessfully terminated by the Contractor along with the reasons for termination.
- Names, dates, and times of successful discharges.
- Length of stay, in 24-hour days, by name, for each Tehama County resident admitted for treatment.

The monthly status report shall include a written analysis by the program outlining any problems, pertinent facts, or interim findings, which may affect the Contractor's ability to satisfactorily fulfill the terms of this agreement. Contractor will report, using the correct Tehama County code on CalOMS under Special Services Contract, clients that have been referred by Tehama County Health Services Agency, Drug and Alcohol Division.

Contractor will be evaluated by the following performance objectives:

- A minimum of 80% of all discharged residents who were in treatment at least thirty (30) days will successfully complete residential treatment.
- Successful completion will be defined as being achieved when the following criteria are met:
    1. The resident must maintain complete and continual sobriety when participating in the program.
    2. The resident must have successfully completed all required program components as verified by documentation in the resident's file.
    3. 75% of clients who complete residential treatment will continue meetings according to their aftercare program plan for a minimum of three (3) months. The aftercare program may consist of an alumni group, Tehama County Health Services Agency, Drug and Alcohol Division group, individual counseling,

employment training, and/or a 12-Step Program.

The Contractor must be certified and/or licensed by the State of California, Department of Health Care Services, in order to be eligible for payment by County. Without current certification and/or licensure by the California State Department of Health Care Services, this Agreement shall be null and void in its entirety. County shall not be liable for payment of services by the Contractor for any services provided under an expired certification and/or licensure or for any client for whom County has not given prior approval for payment.

Any counselor or registrant providing intake, assessment or need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.

The Contractor shall maintain, on a current basis, clinical records indicating the nature and extent of the services performed and fiscal records indicating the payment received under this Agreement. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. These shall be available for inspection by State, Federal, and County staff at any time. The Contractor shall submit a complete annual financial statement to the County no later than sixty (60) days after the end of the fiscal year and shall ensure that the appropriate audit trail exists by retaining all appropriate records and documents for the prescribed ten (10) years. Both parties to this Agreement agree to reply to any audit exceptions by State and Federal agencies and recognize that each is liable for its own audit exceptions. The Contractor will cooperate with County in the preparation of, and will furnish any and all information reasonably required, for reports to be prepared by County as may be required by the rules, regulations, or statutes of the State of California or the United States Government.

Effective July 1, 2022, MHPs, DMCODS/DMC counties will no longer be required to submit an annual Medi-Cal cost report. This policy change will eliminate the need for counties to collect and submit cost reports from subcontracted network providers for purposes of Medi-Cal reimbursement. However, counties may still need to collect cost information from subcontracted network providers for a variety of reasons, including, but not limited to:

- MHPs and DMC-ODS/DMC counties are required to continue to collect cost reports from network providers in compliance with DHCS cost reporting policies for services rendered prior to the date Behavioral Health Payment Reform is implemented on July 1, 2023.

- When cost reporting is required by state or federal law.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County agrees that individuals being referred to Contractor will complete a TB test and will provide results to Contractor prior to individual's entry into treatment. Additionally, clients will present with their social security card and/or a California Identification card or Drivers License. County shall provide consultation and professional assistance to Contractor's staff and clients to ensure an effective recovery and community re-entry.

County reserves the right to enter the Contractor's physical location at any given time during the term of this Agreement for purposes of privately monitoring and reviewing of the client's course of treatment paid for by the County. County may at least annually, and with at least two (2) weeks' notice, perform a review of all appropriate administrative, personnel, clinical, and fiscal records, policies and procedures to assure compliance with DHCS and Federal statutes, rules and regulations, as well as compliance with this Agreement. The purpose of this review is to assist in meeting the County's legal obligation to monitor all service Contractors.

3. **COMPENSATION**

Contractor shall bill third-party payers, including, but not limited to, private insurance, Medi-Cal, Medicare, and receive an Explanation of Benefits (EOB) from the third-party payer prior to billing County. County shall be the payer of last resort. In no case shall County liability for payment exceed rates set forth in the Fee Schedule, attached hereto as **Exhibit B**.

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as **Exhibit B** after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $50,000 per year or

$150,000 for the term of the Contract. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate

sufficient funds for this agreement in any fiscal year. The County's right to terminate this agreement may be exercised by the Health Services Agency Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this Agreement, or the Agreement as a whole, without the prior written consent of the County. Notwithstanding the foregoing, Contractor may assign its rights and obligations under this Agreement, in whole but not in part, without the County's permission, in connection with any merger, consolidation, sale of all or substantially all of Contractor's assets or equity, or any other similar transaction; *provided, that* the assignee: (a) provides prompt written notice of such assignment to the non-assigning party; (b) is capable of fully performing the obligations of the Contractor under the Agreement; and (c) agrees to be bound by the terms and conditions of this Agreement. The Agreement is binding on the parties hereto and their respective successors and permitted assigns.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards

applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to **Exhibit A**, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **NON-DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin,

ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they are available at no more than the total cost of non-recycled products. Contractor is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party, executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first-class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director Post Office Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Empire Recovery Center Attn: Executive Director 1237 California Street Redding, CA 96001 (530) 243-7470 ext. 102

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound,

symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27. CONFIDENTIALITY

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient or client information with which the Contractor may come into incidental contact in the process of performing its contracted services. The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

28. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor further acknowledges that it may not be a "covered entity" for purposes of HIPAA. However, when performing its duties under this contract, or when otherwise acting in relation to this contract, or when storing, using, or disclosing information generated or obtained by Contractor as a result of this contract, Contractor shall abide by all provisions of the HIPAA Privacy Rule and HIPAA Security Rule as if Contractor were a covered entity. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference

with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

29. PERSONAL RIGHTS OF CLIENTS

The Contractor shall protect and ensure that all residents receive their personal rights as authorized in Title 9, Subchapter 5, section 10569.

Each resident shall have personal rights, which include, but are not limited to, the following:

1. The right to confidentiality as provided for in Title 42, sections 2.1 through 2.67-1, Code of Federal Regulations, effective August 1, 1975.
2. To be accorded dignity in personal relationships with staff and other persons.
3. To be accorded safe, healthful, and comfortable accommodations to meet his or her needs.
4. To be free from intellectual, emotional and/or physical abuse.
5. To be informed by the licensee of the provisions of law regarding complaints, including but not limited to the address and telephone number of the department.
6. To be free to attend religious services or activities of his or her choice and to have visits from a spiritual advisor provided that those services or activities do not conflict with facility program requirements. Participation in religious services will be voluntary only.

All residents shall be personally advised of, and given at admission, a copy of the rights specified in (1) through (6) above. Any violation of these rights shall be reported to the DHCS (Dept of Health Care Services), the Tehama County Health Services Agency, Drug and Alcohol Program Administrator, or in his/her absence, the Drug and Alcohol Division Director, within three (3) days by telephone and will be followed up in writing.

30. UNUSUAL OCCURRENCES

The Contractor shall report all occurrences such as epidemic outbreaks, poisoning, fires, major accidents, death from unnatural causes, or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel or visitors, within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or FAX to the local Health Officer, the State Department of Health Care Services, and the Tehama County Drug and Alcohol Program Administrator, or in his/her absence, the Drug and Alcohol Division Director. An incident

report shall be retained on file by the facility for one (1) year. The Contractor shall furnish such other pertinent information related to such occurrences as the local Health Officer or the State Department of Health Care Services may require. Every fire or explosion that occurs in or on the premises shall be reported within twenty (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall.

31. CIVIL RIGHTS ACT

The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other non-merit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under the program or activity, subject an individual to segregated or separate treatment in any facility in, or in any manner or process, related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, the Contractor may deny services based on the availability of beds or to other standard admission procedures and requirements of the Contractor. Additionally, the nature of services that the Contractor provides will vary based on the treatment requirements of each individual client.

32. DRUG-FREE WORKPLACE

The Contractor and the Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor the Contractor's employees shall unlawfully manufacture, distribute, dispense, possess, or use controlled substances as defined in 21 USCA 812, including but not limited to Marijuana, Heroin, Cocaine, and Amphetamines at any of the Contractor's facilities or worksites. If the Contractor or any employee of the Contractor is

convicted or pleads nolo contendere to a criminal drug statute violation occurring at a Contractor facility or worksite of which the Contractor has knowledge, the Contractor within five (5) days thereafter, shall notify the Tehama County Health Services Agency, Alcohol and Drug Program Administrator, or his/her designee, for County. Violation of this provision shall constitute a material breach of this Agreement.

33. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct. Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and Contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

The Code of Conduct is intended to provide TCHSA employees and Contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.

All TCHSA employees and Contractors:

- Shall perform their duties in good faith and to the best of their ability.

- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Deputy Director, or the Quality Assurance Manager who shall act as the Compliance Officer.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Director, Agency Assistant Executive Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:

- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Officer any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Officer any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractors who report or suspect wrongdoing.

34. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a comprehensive range of age-appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent, and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

35. TRAFFICKING VICTIMS' PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)."

36. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

37. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding

access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

38. MONITORING

Contractor agrees to extend to the Tehama County Health Services Agency Substance Use Recovery Director and/or designee, the State Department of Health Care Services and/or designee, the right to review and monitor the housing facilities, applicable permits and licenses, rules, regulations and/or procedures, resident rooms, and any related documentation, at any time, in regards to residents referred to the transitional housing facility, as well as the overall operation of Contractor's residential program to ensure compliance with the terms and conditions of this Agreement.

39. CLIENT PROGRESS REPORTS

Contractor shall send to Tehama County Substance Use Recovery Center, monthly and/or as soon as possible upon discharge (two (2) weeks prior to a planned discharge date) a written summary of the resident's progress in the transitional housing program that specifically addresses any items highlighted in the resident's treatment / recovery plan and/or any unresolved issues and/or areas of concern. Contractor shall also provide information on residents' progress immediately when such information is requested.

40. TRIBAL COMMUNITIES AND ORGANIZATIONS

The Contractor shell regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within

the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

41. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS

County shall establish such processes and procedures necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

42. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the funds made available through the Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

43. PERINATAL PRACTICE GUIDELINES

The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guideline," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

44. YOUTH TREATMENT GUIDELINES

The Contractor will follow the guidelines in Document 1V, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

45. ADDITIONAL CONTRACT REQUIREMENTS

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the

Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

46. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

47. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

48. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

49. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate

to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

50. COUNSELOR CERTIFICATION

Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a

DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

51. CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards.

52. INTRAVENOUS DRUG USE (IVDU) TREATMENT

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

53. TUBERCULOSIS TREATMENT

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to individuals receiving treatment.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

54. MARIJUANA RESTRICTION

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841

(prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

55. PARTICIPATION OF COUNTY BEHAVIORAL HEALTH DIRECTOR'S ASSOCIATION OF CALIFORNIA

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

56. ADOLESCENT BEST PRACTICES GUIDELINES

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.

57. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

58. FEDERAL LAW REQUIREMENTS

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

59. STATE LAW REQUIREMENTS

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

60. ADDITIONAL CONTRACT RESTRICTIONS

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

61. SUBCONTRACT PROVISIONS

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

62. DEBARMENT AND SUSPENSION

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR

part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

63. RESIDENT DEATH REPORTING REQUIREMENTS

Substance Use Disorder (SUD) recovery or treatment facilities ("Facility") shall comply with all applicable reporting requirements in the event of a resident's death. The Facility shall submit a telephonic report to the Department of Health Care Services ("DHCS") within one (1) working day of the resident's death and a written report within seven (7) calendar days of the resident's death.

Both the telephonic and written reports shall include all information known to the Facility at the time of the reported death. At a minimum, such reports shall include: (a) a description of the event, including the time, location, and nature of the incident; (b) a list of immediate actions taken, including all persons contacted; and (c) a description of any planned follow-up actions, including, but not limited to, steps taken to prevent a future death.

64. ADDITIONAL REPORTING REQUIREMENTS (AB 1356 – "JOHN'S LAW")

Pursuant to Assembly Bill 1356, also known as "John's Law," and codified in Health and Safety Code section 11830.01, the Facility shall comply with the following additional requirements:

1. **Supplemental Reporting Within 30 Days**
   Within thirty (30) days of a resident's death, the Facility shall submit to DHCS any relevant information that was not known at the time of the initial report. If DHCS determines that the Facility failed to submit relevant information within this thirty (30)-day period, DHCS shall issue a written notice of deficiency to the Facility.

2. **Deficiencies Identified by DHCS**

If, during its investigation of a resident's death, DHCS identifies any violations of Chapter 7.5 (commencing with section 11834.01) of the Health and Safety Code, or any regulations adopted thereunder, DHCS shall issue a written notice of deficiency to the Facility. Such notice shall include required corrective actions and a specified timeframe within which the Facility must respond and remedy the identified deficiencies.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 5-18-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 05/18/2026

EMPIRE RECOVERY CENTER

Kati Maier, Executive Director

102609
Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

FEE SCHEDULE

Services rendered shall be at the rate of One Hundred Seventy-Five Dollars and no cents **($175.00) per day** for Residential Treatment and Recovery, and One Hundred Seventy-Five Dollars and no cents **($175.00)** for Withdrawal Management (Detox). with pre-screening subject to deductions as set forth in Health and Safety Code section 11849.5. One day is defined as twenty-four (24) hours' room and board and social rehabilitation services for each person in a non-drinking, non-drug using environment. Funding will be provided only while the resident is physically present at the facility and receiving program benefits. Statement shall include:

1. The name of the client(s).
2. Date(s) of admission and discharge.
3. Number of day(s) in the program.
4. Amount of charge to County, and any payments received from the client(s) on account.

Exhibit C

PASS REQUEST AND OFFSITE ACTIVITY GUIDELINES

A) Pass Request Time Frames and Offsite Activity Criteria

1) Tehama County Drug and Alcohol clients will only be allowed a maximum of one pass request per week for up to, but not more than, eight (8) hours per pass.
2) No twenty-four hour or weekend pass requests will be authorized by Tehama County Drug and Alcohol.
3) Tehama County Drug and Alcohol clients may not leave the residential treatment facility for walks, meetings, or any other offsite activity without the accompaniment of residential treatment staff. This does not apply to passes.

B) Information Required on Pass Request

Pass requests submitted by the residential treatment provider shall contain a minimum of the following:

1) Client's name
2) Date of pass request
3) Time and date client is requesting off
4) Reason for request (be specific, i.e. who, when, where, how, why)
5) Client's Compliance with Treatment
6) Phone number where client can be reached during pass period
7) Name and phone number of residential treatment counselor submitting request

C) Procedures for Submitting Pass Requests and Approval/Denial Notification

1) Tehama County Drug and Alcohol clients shall fill out a residential treatment facility pass request form.
2) The residential treatment provider shall submit a pass request by fax to the appropriate drug and alcohol supervisor or counselor no later than 2:00 pm on Wednesday of the week of the pass request.
3) The residential treatment provider shall submit a copy of the client's progress report with the pass request.
4) A Tehama County Drug and Alcohol counselor or supervisor will respond to residential treatment provider verbally or in writing no later than Friday of the receipt of the request indicating approval or denial of the pass request.

D) Client's Return from Pass to Residential Treatment Facility

1) The residential treatment provider shall administer a drug test to the client upon his/her return from the pass.
2) If the client does not return from his/her pass, the residential treatment provider shall notify Tehama County Drug and Alcohol immediately by phone.

EXHIBIT D

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit D is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit D consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI): and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit D consists of the following parts:

1. Exhibit D-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

1. Exhibit D-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit D-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit D-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit D in its entirety.

EXHIBIT D-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under 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"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit D-1 of this Agreement. This information is hereafter referred to as "Department PHI".

C. The purpose of this Exhibit D-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit D-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit D-2) and this Exhibit D-1 shall apply.

D. The terms used in this Exhibit D-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit D-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or 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, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.** Except as otherwise indicated in this Exhibit D-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit D-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

4. Specific Use and Disclosure Provisions. Except as otherwise indicated in this Exhibit D-1, Contractor may:

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit D-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

5. Prohibited Uses and Disclosures

1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA

Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit D of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit D, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit D-1 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit D-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

b. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit D-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit D-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI**. Provide the Contractor with any changes in, or revocation of, permission by an

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1,Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit D-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause**. In accordance with 45 CFR Section

164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit D-1 by Contractor, the Department shall:

a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit D-1 and cure is not possible.

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EXHIBIT D-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit D as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Sub-chapter A, Part 2.

B. The purpose of this Exhibit D-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit D-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit D-1 and this Exhibit D-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit D-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. **Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit D-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. **Responsibilities of Contractor**

Contractor agrees:

1) Nondisclosure. Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit D-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit D-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Sub-chapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit D-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx .

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of

PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

h. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit D-2 and for communicating on security matters with the Department.

EXHIBIT D-3

Miscellaneous Terms and Conditions

Applicable to Exhibit D

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit D, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

2) **Amendment**. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit D 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, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit D embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

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

6) **Interpretation**. The terms and conditions in this Exhibit D shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit D shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit D-1, and Section 3, Item B of Exhibit D-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

10) **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit D. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit D. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit D.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit D.

13) **Term.** The Term of this Exhibit D-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

Attachment A
Data Security Requirements

1. Personnel Controls

A. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

B. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. **Confidentiality Statement**. All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

A. **Workstation/Laptop encryption**. All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

B. **Server Security**. Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. **Minimum Necessary**. Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. **Removable media devices**. All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

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

F. **Patch Management**. All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

G. **User IDs and Password Controls**. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

1) Upper case letters (A-Z)
2) Lower case letters (a-z)
3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.

I. **System Timeout**. The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. **Warning Banners**. All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. **Access Controls**. The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. **Transmission encryption**. All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.

N. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. Audit Controls

A. **System Security Review**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

4. Business Continuity / Disaster Recovery Controls

A. **Emergency Mode Operation Plan**. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

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

5. Paper Document Controls

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

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

C. **Confidential Destruction**. Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. **Removal of Data**. Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.

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

F. **Mailing**. Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Empire Recovery Center

Contract Description: For the provision of residential Substance Use Disorder (SUD) treatment.

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0906 **Agenda Date:** 6/16/2026 **Agenda #:** 18.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the subcontract Agreement with Chico State Enterprises - Center for Healthy Communities, a California non-profit public benefit corporation and auxiliary organization of California State University, Chico, for the purpose of providing Registered Dietitian services to the Tehama County Women, Infants, and Children (WIC) program with a maximum compensation amount not to exceed $98,713, effective upon execution and shall terminate on 9/30/28

Financial Impact:
Costs are allocated in Budget Unit 40121, paid utilizing funds through the Women, Infants and Children program.

Background Information:
This Agreement is a subcontract within the California Department of Public Health (CDPH) Women, Infants, and Children (WIC) grant for Federal Fiscal Years 26-27 and 27-28. If approval is not granted, Public Health will be unable to fulfill grant responsibilities.

SUBCONTRACT AGREEMENT
BETWEEN THE COUNTY OF TEHAMA
AND
CHICO STATE ENTERPRISES - CENTER FOR HEALTHY COMMUNITIES

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Chico State Enterprises - Center for Healthy Communities, a California non-profit public benefit corporation and an auxiliary organization of California State University, Chico ("Subcontractor") for the purpose of providing Registered Dietitian services to the Woman, Infants, and Children (WIC) program.

1. RESPONSIBILITIES OF SUBCONTRACTOR

During the term of this agreement, subcontractor shall:

A. provide services as outlined in the Scope of Work (SOW), attached hereto, and referred to collectively as Exhibit B.

B. ensure that their employees complete all required trainings, as outlined in the "Required Trainings for Employees", attached hereto, and referred to collectively as Exhibit C.

C. adhere to the information privacy and security requirements, as outlined in the "Information Privacy and Security Requirements", attached hereto, and referred to collectively as Exhibit D.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Subcontractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Subcontractor shall invoice County at the actual cost incurred. The Maximum Compensation payable under this Agreement shall not exceed $98,713.00, per Exhibit E. The Compensation amount for May 1, 2026, through September 30, 2026, shall not exceed

$27,271.00; the Compensation amount for October 1, 2026, through September 30, 2027, shall not exceed $35,721.00; and the Compensation amount for October 1, 2027, through September 30, 2028, shall not exceed $35,721.00. Subcontractor shall only be entitled to payment for actual expenditures incurred and documented. Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred, or incidental to performance hereunder, except as specified herein. Subcontractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Subcontractor after the expiration or other termination of this Agreement. Subcontractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Subcontractor agrees that County has no obligation, whatsoever, to compensate or reimburse Subcontractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Subcontractor that exceed the Maximum Compensation amount set forth above. Should Subcontractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

Subcontractor shall submit a quarterly invoice (Exhibit F) to County at the address listed within 30 (Thirty) days of the end of each quarter. For purposes of this agreement, the term "quarter" is defined as 3 (Three) month time periods ending December 31, March 31, June 30, and September 30th for the term that this agreement remains in effect. County shall make payment of all undisputed amounts within 30 days of receipt of Subcontractor's statement.

5. TERM OF AGREEMENT

This agreement shall commence on May 1, 2026, or date of full execution, whichever is later, and shall terminate September 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Subcontractor fails to perform his/her duties to the satisfaction of the County, or if Subcontractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Subcontractor violates any of the terms or provisions of this agreement, then the

County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Subcontractor. Either party may terminate this agreement on 90 days' written notice. County shall pay Subcontractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement on 90 days' written notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Subcontractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Subcontractor specifically acknowledges that in entering into, and executing this agreement, Subcontractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Subcontractor, Subcontractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Subcontractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Subcontractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Subcontractor shall be provided in a manner consistent with the professional

standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subcontractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Subcontractor, if Subcontractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Subcontractor's compensation. Subcontractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Subcontractor be eligible for any other County benefit.

10. INDEMNIFICATION

Subcontractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Subcontractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

County shall defend, hold harmless, and indemnify Subcontractor, California State University, Chico, Trustees of the CSU, its officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Subcontractor), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Subcontractor) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the negligence or intentional wrongdoing of Subcontractor.

Subcontractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Subcontractor's "independent contractor"

status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Subcontractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Subcontractor's negligent acts, willful acts, or errors or omissions or such acts of Subcontractor's subcontractors, any person employed under Subcontractor, or under any subcontractor. Should County become subject to such recoupment Subcontractor shall reimburse County for recouped funds in proportion to Subcontractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

Subcontractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. NON-DISCRIMINATION

Subcontractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Subcontractor

shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

14. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Subcontractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

15. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

16. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

17. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent by first-class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Subcontractor:	Chico State Enterprises Attn: Director, Sponsored Programs Administration 25 Main St., Suite 103

Chico, CA 95928
Tel: (530) 898-5700
Fax: (530) 898-6804

Notice shall be deemed to be effective two days after mailing.

18. NON-EXCLUSIVE AGREEMENT

Subcontractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Subcontractor, or to perform such services with County's own forces, as County desires.

19. STANDARDS OF THE PROFESSION

Subcontractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Subcontractor has been properly licensed to practice.

20. LICENSING OR ACCREDITATION

Where applicable the Subcontractor shall maintain the appropriate license or accreditation for a WIC Registered Dietitian through the life of this contract.

21. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

22. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than

the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

23. HAZARDOUS MATERIALS

Subcontractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Subcontractor, or any of its subcontractors, in connection with the services on County property. Subcontractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Subcontractor, or any of its subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

24. HARASSMENT

Subcontractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

25. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 5-22-26

Jayme S. Bottke, Executive Director

CHICO STATE ENTERPRISES – CENTER FOR HEALTHY COMMUNITIES

Date: 05/20/2026

Susan W Podesta
Susan W Podesta (May 20, 2026 11:22:08 PDT)

Susan W. Podesta, Director of Sponsored Contracts

Standard Form of Agreement – Services adopted 12/08/22

signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

26. DOCUMENTS AND RETENTION

Subcontractor and County agree to retain all documents relevant to this agreement for a minimum of three (3) years from the termination of the agreement or until all audits, Federal and/or state are complete, whichever is later. Upon request, Subcontractor shall make available records to the County, State, or Federal government representatives.

27. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Subcontractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Subcontractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Subcontractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Subcontractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Subcontractor and Subcontractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Subcontractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Subcontractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Subcontractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Subcontractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Subcontractor's liability to County and will be the sole responsibility of Subcontractor.

Primary Insurance Coverage

For any claims related to this project, Subcontractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Subcontractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Subcontractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The

County reserves the right to require rating verification. Subcontractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Subcontractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Subcontractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Subcontractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Subcontractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Subcontractors' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Subcontractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Scope of Work

1. **Collaborate as part of the Registered Dietitian (RD) team to support and carry out the nutrition education component of the WIC program, including the development, implementation, and evaluation of activities outlined in the WIC Policies & Procedures Manual (WPPM) 130-10.**
    a. Nutrition education activities per WPPM 400-09, Nutrition Services Plan (NSP), and WIC WINs.
    b. All guidance provided within the WPPM, NSP, and WIC WINs regarding staff training requirements as the Staff Training Coordinator who ensures staff training is planned, completed and documented within designated timeframes. The Staff Training Coordinator shall follow all guidance provided within the WPPM, Nutrition Services Plan (NSP) and WIC WINs regarding staff training requirements.
    c. The ongoing continuous quality improvement plan (CQI) with WIC Coordinator.
    d. The state or LA nutrition protocols to be used when developing Care Plans, including attending or watching recordings of WIC Leaders in Breastfeeding, Education and Training quarterly webinar.
    e. The nutrition education teaching outlines.
    f. The WIC Nutrition Assistant training and certification process for staff with WIC Coordinator.

2. **Perform the following Direct Service Activities**
    a. Refer high-risk participants to a provider for medical nutrition therapy (MNT) as necessary; make appropriate referrals to other health-related and social services.
    b. Provide counseling to support the MNT provided by the participant's health care provider.
    c. Develop a Care Plan and/or follow-up plan in WIC WISE that addresses the high-risk condition(s) for high-risk participants, including developing protocols for the education of high-risk participants by any non-RD staff; process and document in WIC WISE all therapeutic formula requests and WIC eligible nutritionals following WPPM 390-10 and 390-20.
    d. Monitor participant records according to LA developed CQI plan.
    e. Assure that all locally developed nutrition education materials for participants contain accurate, reliable, science-based, and culturally appropriate information.
    f. Provide guidance to other staff on decisions to disqualify participants based on lack of indicators of nutrition need or improved status.
    g. Complete trainings as required by the contract, WPPM 190-00 and 1000-30, NSP, and the New Nutritionist and New Coordinator Training Checklist as well as any training requirements that come out in WINs.

Additionally, the **Contractor** will maintain the following requirements throughout the period of this contract:

Requirements:
    a. Possess and maintain the RD credential or the right to use the term 'registered dietitian' as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetic (AND).
    b. Upon request, supply Tehama County Health Services Agency with verification of **Contractor**'s RD qualifications, such as a copy of current CDR certification card or

other document of certification from the AND, in order to provide CDPH/WIC with verification of qualifications.

c. Complete the number of continuing education units required to maintain **Contractor**'s professional registration with the AND.
d. Maintain ability to provide RD services in both English and Spanish.
e. Ensure a response time to Tehama County Health Services Agency staff and client requests within one to two (1-2) business days.
f. Maintain and provide proof of liability insurance at a minimum of $1,000,000 per occurrence and $2,000,000 aggregate of General Liability; $1,000,000 of Employer Liability; $1,000,000 per occurrence of Business Automobile Liability (owned, scheduled, non-owned or hired); and Worker's Compensation Insurance as required under California State Law.
g. Ensure the laptop provided by Tehama County Health Services Agency to the **Contractor** will be made accessible online at Tehama County Health Services Agency's request by email or phone conversation within a reasonable timeframe on the day the request is received for operating system maintenance and software updates.

Refer to the bottom of this document for descriptions of staff categories.

Annual Trainings

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
A1. Civil Rights *Authority:* *WPPM 190-20* *Contractor Scope of Work (SOW)* *FNS Instruction 113-1* *22 CCR §40693 Civil Rights*	All Staff	New staff: within 3 months of hire All staff: every 12 months Make-up training within 30 days for those who miss scheduled date, or within 30 days of returning to work after a leave of any duration	Posted on Local Agency SharePoint Site (LASS) > Staff Training > Civil Rights Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual Civil Rights (Self-Paced) Training assessment questions module. (optional)
A2. Code of Conduct: Confidentiality and Conflict of Interest *Authority:* *WPPM 120-10,140-10, 140-20, 150-10* *SOW*	All Staff	New staff: within 3 months of hire All staff: every 12 months Make-up training within 30 days for those who miss scheduled date, or within 30 days of returning to work after a leave of any duration	Posted on LASS > Staff Training > Code of Conduct Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual Code of Conduct (Self-Paced) Training assessment questions module. (optional)

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
A3. National Voter Registration Act (NVRA) *Authority:* *WPPM 190-30* *SOW*	Direct Service	New direct service staff: within 3 months of hire All direct service staff: every 12 months Make-up training within 30 days for those who miss scheduled date, or within 30 days of returning to work after a leave of any duration	Posted on LASS > Staff Training > National Voter Registration Act Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual National Voter Registration Act (NVRA) Self-Paced Training assessment questions module. (optional)
A4. Substance Use: Alcohol and Drug Abuse Training *a. Initial training* *b. Refresher annual training* *Authority:* *WPPM 190-10* *SOW*	Nutrition Educators Peer Counselors	a. New staff: within 3 months of hire b. All nutrition educators and peer counselors every 12 months; may substitute a community expert version annually for any staff who have completed the original training	a. Posted on LASS > Staff Training > Substance Use Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual Substance Use (Self-Paced) Training assessment questions module. (optional) b. LAs may opt to use a short refresher version, or invite a community partner to provide training, for staff who have previously completed basic training (A4a.). LAs would add local agency-developed updates as appropriate
See also N4 for NSP related trainings			

Breastfeeding

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
B1. Breastfeeding promotion and support at WIC *Authority:* WPPM 600-20	All Staff Encouraged for interns, students, & volunteers	New staff: • Review LA written BF Promotion Policy within 3 months of hire Review LA written BF Promotion Policy every 12 months	Review: Developed by each LA to reflect LA written policy
B2. Breastfeeding referral training *Authority:* WPPM *600-30* *Nutrition Services Standards (NSS) Standard 8*	Direct Service	New staff: within 3 months of hire	Developed by each local agency to reflect LA protocols for BF referrals, including referrals for complex BF issues.
B3. Level 1 USDA WIC BF Curriculum Training *Authority:* *NSS Standard 8*	Direct Service	New staff: within 3 months of hire	There are 2 options for Level 1 USDA WIC BF Curriculum Training available for staff: 1. New Staff: Posted to LASS > Staff Training > Breastfeeding Self-Study User Guide Level 1 OR 2. AK Level 1 USDA Breastfeeding Course is located on cawiclearning.litmos.com

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
B4. Level 2 USDA WIC BF Curriculum Virtual Training *Authority:* *NSS Standard 8*	Nutrition Educators	New staff: within 12 months of hire	Level 2 USDA WIC BF Curriculum Virtual Training morning and afternoon sessions and competency assessments are located on LASS > Staff Training > Breastfeeding
B5. Role of Peer Counselors *Authority:* *WPPM 630-14*	Direct Service	Within 6 months of hire (only at LA with Peer Counselor program)	Developed by LA to reflect LA Breastfeeding Peer Counseling (BFPC) referral procedures and the role of the BFPC within the LA
B6. Annual / ongoing breastfeeding updates *Authority:* *WPPM 190-00* *Nutrition Services Plan (NSP)* *NSS Standard 8*	Direct Service	Every 12 months: minimum of 4 hours	Selected and provided by LA
B7. Breast pump issuance *Authority:* *WPPM 620-10* *WPPM 620-20* *NSS Standard 8*	Direct Service	Before issuing any pumps or within 12 months of hire	Developed by LA to reflect LA protocols and staffing

Baby Behavior

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
C1. Baby Behavior Basics *Authority:* *WIC WIN 2021-44* *WPPM 600-10*	Direct Service	Within 12 months of hire	Baby Behavior Basics Course is located on cawiclearning.litmos.com
C2. Baby Behavior Participant Education Training *Authority:* *WIC WIN 2021-44* *WPPM 600-10*	Nutrition Educators	New staff educators prior to teaching the following mandatory classes: *Understanding Your Baby's Behavior* or *Let's Talk: Newborn Feeding Secrets* and *Understanding Your Baby's Cues*	Staff Training for Participant Education: Prenatal Education and Early Infancy and Staff Training for *Let's Talk: Newborn Feeding Secrets*. Posted to LASS > Staff Training > Baby Behavior Page

Nutrition Education and Counseling Skills

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
N1. Participant Centered Education *Authority:* *SOW* *VENA* *NSS*	Nutrition Educators Encouraged but not required for Peer Counselors	Within 12 months of hire Note: Nutrition Educators new to WIC who are not required to complete the WNA Training in its entirety must receive PCE training by completing WNA Training Task IV or equivalent PCE training.	WNA Training Task IV meets the minimum PCE training requirement for the WNA Trainee. See N2 for additional resources for ongoing PCE training.
N2. Participant Centered Education—modules for use at the local agency *Recommended but not required*	Nutrition Educators (Optional)	These CBT and in-service modules are not mandatory but LAs are encouraged to offer as needed to reinforce PCE principles and practices	Participant Centered Services eLearning modules are located on cawiclearning.litmos.com Posted on LASS > Staff Training > Participant Centered Education PCE Individual In-Service Modules Designed to be facilitated by local agency trainer

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
N3. WIC Nutrition Assistant (WNA) certification training *Authority:* *WPPM 130-90* *SOW*	Nutrition Educators	Candidate must complete all tasks prior to receiving certification. Average time needed ranges from 6-12 months Exempt: RD/RDN/RDE/DN/RN are CPAs and do not require WNA Certification. Nutrition competencies must be evaluated, and additional training completed as needed to meet competencies. For WNA manual tasks that are required, refer to New Nutritionist Checklist	Posted to LASS > Staff Training > WNA Training and Resources Page WNA certificate provided by CDPH/WIC must be kept on file at the LA
N4. Nutrition Services Plan (NSP) Training *Authority:* *NSP* *NSS* *WPPM 100-02*	Nutrition Educators	Requirements included within the NSP Workplan and Handbook	Nutrition Services Plan (NSP) posted to LASS > Nutrition Services Plan Page Any training designated within the NSP must be completed within the Federal Fiscal Year (FFY) for the NSP

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
N5. Depression Screening *Authority:* *WPPM 700-02*	Direct Service	Within 6 months of hire	Posted to LASS > Staff Training > Depression Screening Page Nutrition educators must complete all components of the training. Overview without practice is sufficient for other direct service staff.
N6. Maternal, infant and child Nutrition topics *Authority:* *SOW* *NSP* *NSS Standard 7 & 8*	Direct Service	Minimum of 8 hours annually, with a minimum of 4 hours breastfeeding topic training (same as B6) and 4 hours of current nutrition topics	Based on a Learning Needs Assessment and staff observations, and emerging nutrition topics. These skill-building and learning opportunities will support staff roles and responsibilities such that they are able to provide accurate and relevant information and education to participants as appropriate. The training content provided is based on the staff member's scope of practice.
N7. Infant Formula Training	Nutrition Educators	Must complete prior to providing infant services	LASS > Staff Training > Infant Formula Basics
N8. Therapeutic Formula Course	All DNs, RDNs, RNs	Must complete prior to authorizing therapeutic formula or WIC Eligible Nutritionals	Therapeutic Formula training course is located on cawiclearning.litmos.com

Basic Skills / WIC Program Operations

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
S1. WIC WISE Clinic Training a. Computer-Based Training (CBT) b. Instructor-Led Training (ILT) or equivalent training *Authority:* *SOW*	Direct Service	a. CBTs – must complete prior to attending ILTs or equivalent training b. ILTs or equivalent training - Within 3 months of hire	a. CBT access is located on cawiclearning.litmos.com b. Register for ILTs on LASS > Staff Training > WIC WISE Page Go to LASS > Staff Training Tile > WIC WISE Page for training options. Equivalent training: covers all topics in CDPH/WIC ILTs and adequately prepares staff to use WIC WISE
S2. WIC WISE Admin Training a. Computer-Based Training (CBT) b. Instructor-Led Training (ILT) or equivalent training *Authority:* *SOW*	All staff who are responsible for WIC WISE admin duties	a. CBTs – must complete prior to attending ILTs or equivalent training b. ILTs or equivalent training – complete prior to receiving WIC WISE permissions for access to Admin module	a. CBT access is located on cawiclearning.litmos.com b. Register for ILTs on LASS > Staff Training > WIC WISE Page Go to LASS > Staff Training Tile > WIC WISE Page for training options. Equivalent training: covers all topics in CDPH/WIC ILTs and adequately prepares staff to use WIC WISE

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
S3. WIC WISE Reporting a. Clinic Module and/or b. Admin Module *Authority:* *WPPM 100-01*	Staff who have appropriate roles and permissions to generate WIC WISE reports	Before generating reports in WIC WISE	Materials and recordings posted to LASS: • Staff Training > WIC WISE Page • eWIC > WIC WISE/WIC Card Webinars Page • Data and Research > DARE Home Page. • WIC WISE Report QRG posted to LASS > Data and Research > DARE Home Page
S4. WIC Reporting, Analytics and Data (WRAD)	Any staff needing to run trend reports and create advanced data reports. Staff must have a WIC WISE login	Before using WRAD, it requires completion of WRAD Viewer Training.	Materials and recordings posted to LASS > Data and Research > WRAD Resources Page Access to WRAD requires WIC Director approval as well as approval from CDPH/WIC to assess data analytical skills and experience. An approved user will be assigned either a Viewer or Explorer role.
S5. Hemoglobin Screening *Authority:* *SOW*	All staff who are authorized to do hemoglobin testing	Before administering hemoglobin screening to a WIC participant	Appropriate training based on device and screening system (invasive vs non-invasive) used by LA. For example, LASS> Staff Training > Pronto Page

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
S6. Measuring height and weight *Authority:* *SOW*	All staff authorized to collect anthropometric measurements	Before weighing and measuring WIC participants	Suggested resource: Go to LASS > Staff Training > WNA > WIC Training Manual > WNA Manual, Task III, Module B Suggested resource: Anthropometric Course is located on cawiclearning.litmos.com
S7. Care Plan Documentation *Authority:* *WPPM 400-07* *SOW* *NSS Standard 7 & 14*	Nutrition Educators	WNA candidates receive this as part of their training. Newly hired non-WNA educators, e.g. RD, RDE, DN, must complete within 3 months of hire.	Posted to LASS > Staff Training > Nutrition Assessment and Documentation
S8. Participant Goal Setting *Authority:* *VENA*	Nutrition Educators	WNA candidates receive this as part of their training. Newly hired non-WNA educators, e.g. RD, RDE, DN, must complete within 3 months of hire.	Choose at least one training option Posted to LASS > Staff Training > Goal Setting
S9. Mandated Reporter Training *Authority:* *WPPM 120-30*	Direct Service	Within 3 months of hire	Suggested resource: Training available from the California Department of Social Services Child Abuse Mandated Reporter Training

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
S10. Sexual Orientation and Gender Identity (SOGI) Training *Authority:* *AB-959*	Nutrition Educators	Prior to counseling participants	LASS > Staff Training > SOGI Training Page
S11. Customer Service Training New employee training on WIC services and customer service. *Authority:* *NSS Standard 2*	Direct Service	Within 3 months of hire	Coming Soon

Descriptions of Staff Categories

ALL STAFF: Personnel or sub-contractors including all WIC staff, managers, administrators, interns, students, and volunteers, who are responsible for the ongoing conduct of WIC program operations. Includes personnel directly connected with the administration or enforcement of the program including persons investigating or prosecuting violations in the WIC Program under Federal, State, or local authority. This is the most inclusive category.

EXEMPTIONS: Any staff person who does not have any contact or potential contact with applicants/participants or access to information in WIC WISE is not required to complete any trainings. This includes operational personnel who do not certify or serve WIC applicants, participants, and administrators who do not directly supervise WIC staff. Example: An accountant that works in an administration office and has no contact with applicants/participants.

DIRECT SERVICE: All staff or volunteers who interact directly or indirectly with WIC participants. Includes phone staff and clerks; Peer Counselors; staff contracted to provide breastfeeding support (e.g. IBCLC or other lactation support sub-contractors); nutrition educators including WNAs, RDs, DNs, interns, site managers, WIC directors. Local agencies are encouraged—but not required—to offer the *Direct* Service trainings to staff who are housed at WIC and provide WIC services but who are paid through other funding sources such as Nutrition Education and Obesity Prevention (NEOP), First Five, etc.

LOCAL VENDOR LIAISON: Local agencies designate one or more staff to fill this position. The Local Vendor Liaison (LVL) provides technical assistance and serves as a local resource for WIC authorized vendors.

NUTRITION EDUCATORS: This includes all staff designated as Competent Professional Authorities who provide (or may potentially provide) any amount of individual or group nutrition and/or health education to WIC participants. Includes WNA in training, WNA, RD, DN, dietetic interns, lactation consultants.

PEER COUNSELOR: Peer Counselors who function under the PC-only model. Peer Counselors who are PC/WNA must meet all training associated with being a PC as well as all those required of WNAs.

Exhibit D

Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) ("Exhibit") sets forth the information privacy and security requirements Subcontractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Subcontractor, or collected, created, maintained, stored, transmitted or used by Subcontractor for or on behalf of the California Department of Public Health ("CDPH"), pursuant to Subcontractor's agreement with CDPH. Such personal and confidential information is referred to herein collectively as "CDPH PCI".

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and Subcontractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

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

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and sub-awards, and the information privacy and security requirements Subcontractor is obligated to follow with respect to CDPH PCI disclosed to Subcontractor, or collected, created, maintained, stored, transmitted or used by Subcontractor for or on behalf of CDPH, pursuant to Subcontractor's agreement with CDPH. When applicable the Subcontractor shall incorporate the relevant provisions of this Exhibit into each subcontract or sub-award to its agents, subcontractors, or independent consultants. The Subcontractor may enter into a data sharing agreement for CDPH PCI only when permitted under State and Federal laws and authorized in writing by the CDPH WIC Program. If the Subcontractor chooses to enter into a data sharing agreement, it shall be the Subcontractor's sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Subcontractor may execute.

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

A. Breach: "Breach" means:

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

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

B. Confidential Information: "Confidential information" means:

1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);

2. any information about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e);

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

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

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

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

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

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

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

3. is about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or

4. is about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e); or

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

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

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

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

9. is protected from disclosure under applicable State or Federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

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

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

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

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

IV. Disclosure Restrictions: The Subcontractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Subcontractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Subcontractor's obligations under its agreement with CDPH WIC. The Subcontractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in State and Federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.

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

VI. Safeguards: The Subcontractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Subcontractor's control, the Subcontractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Subcontractor's operations and the nature and scope of its activities in performing its

agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Subcontractor shall provide CDPH with Subcontractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

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

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

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

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

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

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

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

XI. Breach and Security Incident Responsibilities:

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

Subcontractor shall take:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor, Suite 500 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413 MS6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

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

XIII. Requests for CDPH PCI by Third Parties: The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Subcontractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
Subcontractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.
Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Subcontractor, the Subcontractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of Subcontractor to monitor compliance with this Exhibit. Subcontractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

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

A. Retention Required by Law: If required by state or federal law, Subcontractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between Subcontractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCIs to be of historical interest, it may require the Subcontractor to forward such records to USDA or any unit thereof whenever the Subcontractor is disposing of them.

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

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

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

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

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

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

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

Exhibit D

CSE Agreement #26-0172

Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Subcontractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Subcontractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Subcontractor for a period of three (3) years following contract termination. Subcontractor shall provide the acknowledgments within five
(5) business days to CDPH if so requested.

B. ***Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. ***Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Subcontractor must assure there is no indication workforce member may present a risk to the security or integrity of CDPH PCI. Subcontractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Subcontractor's secure internal network (e.g., email, remote access, file transfer, Internet/website communication tools).

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. ***Anti-virus software.*** Subcontractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take actions against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

publication or availability of [WIC] vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Subcontractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Subcontractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***System Inactivity Timeout.*** Subcontractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must re-authenticate the user session after no more than twenty (20) minutes of user inactivity.

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. ***System Logging.*** Subcontractor shall ensure the information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. ***Intrusion Detection.*** All Subcontractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Subcontractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. ***System Security Review.*** Subcontractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or

destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. ***Change Control.*** All Subcontractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Subcontractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. ***CDPH PCI Backup Plan.*** Subcontractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. ***Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Subcontractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. ***Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. ***Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Subcontractor, except with express written permission of the CDPH PCI owner.

D. ***Faxing and Printing.*** Subcontractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

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

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

Exhibit E

Budget		Year 1			Year 2		Year 3		3-Year Total	
Personnel:	**Notes**	**Hourly Rate**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**	**Hours**	**Total**
Registered Dietitian (RD)	5 RD hrs/wk for 3 years, year 1 only 9 months	$ 130.00	207	$ 26,910.00	272	$ 35,360.00	272	$ 35,360.00	751	$ 97,630.00
			Personnel Subtotal:	**$ 26,910.00**		**$ 35,360.00**		**$ 35,360.00**		**$ 97,630.00**
Non-Personnel Costs:	**Notes**	**Unit Cost**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**	**Units**	**Total**
Program-specific travel	86 mile round trip, 6 trips/yr, 3yrs	$ 0.70	516	$ 361.00	516	$ 361.00	516	$ 361.00	1548	$ 1,083.00
			Non-Personnel Costs Subtotal:	**$ 361.00**		**$ 361.00**		**$ 361.00**		**$ 1,083.00**
Indirect Costs	**Notes**	**Rate**								
Indirect Costs - applied to non-personnel costs	No IDC on non-personnel costs as IDC cap from CDPH is 25% SWFB	0.0%		$ -		$ -		$ -		$ -
Total Budget:				**$ 27,271.00**		**$ 35,721.00**		**$ 35,721.00**		**$ 98,713.00**

Exhibit F

INVOICE

Chico State Enterprises
Project Number:

Invoice Number: 1
Contractor: Chico State Enterprises- Center for Healthy Communities
Address: 25 Main St., Suite 103 Chico, CA 95928
Invoice Period: 5/1/26 - 6/30/26

	Budget	October - December 2025	January - March 2026	April -June 2026	July - September 2026	Total Spent	Total Remaining	Nutrition Education	Breastfeeding support	Client Services	Administrative Services
Personnel: Salaries, Wages, Fringe Benefits and IDC	$26,910.00	$-	$-	$-	$-	$-	$26,910.00	$0.00	$0.00	$0.00	$0.00
Operating Expenses	$-					$-	$-	$0.00	$0.00	$0.00	$0.00
Travel/Mileage	$361.00	$-	$-	$-		$-	$361.00	$0.00	$0.00	$0.00	$0.00
	$-					$-	$-	$0.00	$0.00	$0.00	$0.00
Total	$27,271.00	$-	$-	$-	$-	$-	$27,271.00	$0.00	$0.00	$0.00	$0.00

Hourly Rate	$130	$130	$130	$130
Total Hours Invoiced	0	0	0	0

	Percentages							
Focus	**October - December 2025**	**January - March 2026**	**April -June 2026**	**July - September 2026**	**Hours**	**Hours**	**Hours**	**Hours**
1. Nutrition Education					0	0	0	0
2. Breastfeeding Support					0	0	0	0
3. Client Services					0	0	0	0
4. Administrative Services					0	0	0	0
Total	0%	0%	0%	0%	0	0	0	0

E-Contract Review
Approval as to Form

Department Name: Health Services / Public Health

Vendor Name: Chico State Enterprises

Contract Description: For the provisions of Registered Dietitian services.

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0964 **Agenda Date:** 6/16/2026 **Agenda #:** 19.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Debra Villasenor for the provision of housing consulting services for the maximum compensation payable not to exceed $129,120, effective 7/1/26 and shall terminate 6/30/29 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Budget Unit is 40131 for Mental Health. Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act funds. There is no impact to the General Fund.

Background Information:
This is a renewal Agreement with Debra Villasenor for the purpose of conducting activities associated with the identification, development, and operation of housing for clients with serious mental illness who receive services through the County. The housing consultant assists by developing plans for the use of Local Government Special Needs Housing Program (“SNHP”), Behavioral Health Services Act Program (“BHSA”) and No Place Like Home (“NPLH”). This includes the implementation of policies, working directly with housing developers, assisting with funding applications, and ensuring compliance with each program’s requirements as well as other local, state and federal related regulatory requirements.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND DEBRA VILLASENOR

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Debra Villasenor ("Contractor") for the purpose of conducting activities associated with the identification, development and operation of housing for clients with serious mental illness who receive services through County.

1. RESPONSIBILITIES OF CONTRACTOR

A. Local Government Special Needs Housing Program and Behavioral Health Services Act Program

During the term of this agreement, Contractor shall develop plans for the use of Mental Health Services Act ("MHSA"), Local Government Special Needs Housing Program ("SNHP"), and Behavioral Health Services Act Program ("BHSA") housing funds, including:

A) Identification of project(s);

B) Implementation and integration of SNHP and BHSA policies;

C) Establishing method and structure for managing SNHP and BHSA housing funds consistent with County and State guidelines;

D) Developing partnerships with potential housing developers/owners to create new permanent SNHP and BHSA – funded housing units for County clients;

E) Assisting housing partner(s) complete affordable housing funding applications, including the State of California, Department of Housing and Community Development's No Place Like Home Program (NPLH), in support of SNHP and BHSA housing project(s);

F) Developing plans to provide information related to supportive housing for County clients for communities and housing developer(s) and coordinate implementation of the plan;

G) Ensuring compliance with SNHP and BHSA Housing Program requirements, and other local, state and federal housing-related regulatory requirements;

H) Attending project meetings conducted by the project partners, County and other meetings identified by the Health Services Agency's Mental Health Director or designee.

I) Staying current on new funding streams and/or opportunities that would benefit the County;

J) Not incurring any financial obligation on behalf of the County.

K) Performing work at the direction of the Mental Health Director or designee

B. **Develop Plans for the use of No Place Like Home ("NPLH") housing funds**

During the term of this agreement, Contractor shall develop plans for the use of No Place like Home ("NPLH"), housing funds including:

A) Identification of projects;

B) Implementation and integration of NPLH housing policies;

C) Establish method and structure of managing NPLH housing funds consistent with Housing and Community Development ("HCD") guidelines;

D) Develop partnerships with potential housing developers/owners to create or rehabilitate new permanent NPLH-funding housing units for Tehama County Behavioral Health clients;

E) Assist housing partner(s) to complete application to HCD;

F) Ensure compliance with HCD Housing Program requirements and other local, state and federal housing related regulatory requirements;

G) Attend trainings and/or project meetings conducted by the project partner(s), staff from local municipalities, Behavioral Health Advisory Board; Administrative Meetings, Board of Supervisors, local planning commission, HCD and other leaders;

H) Staying current on new funding streams and/or opportunities that would benefit the County;

I) Not incurring any financial obligation on behalf of County;

J) Performing work at the direction of the Mental Health Director or designee.

The Contractor shall incorporate the five fundamental concepts inherent in the MHSA in all planning and service delivery. The five fundamental concepts of the MHSA by design will be embedded and continuously addressed in MHSA funded services. The five fundamental concepts are:

A. **Community Collaboration**: Community collaboration refers to the process by which various stakeholders including groups of individuals or families, citizens, agencies, organizations, and businesses work together to share information and resources in order to accomplish a shared vision.

B. **Cultural Competence**: Cultural competence is a set of congruent behaviors, attitudes, and policies that come together in a system, agency, or among consumers/peer/family providers, and professionals that enables that system, agency or those consumer/peer/family providers, and professionals work effectively in cross-cultural situations.

C. **Client/family driven mental health system for older adults, adults and transition age youth and family driven system of care for children and youth**: Adult clients and families of children and youth identify their needs and preferences which lead to the services and supports that will be most effective for them.

D. **Wellness focus, which includes the concepts of recovery and resilience**: Recovery refers to the process in which people who are diagnosed with a mental illness are able to live, work, learn, and participate fully in their communities.

E. **Integrated service experiences for clients and their families throughout their interactions with the mental health system**: This means that services are "seamless" to clients and that clients do not have to negotiate multiple agencies and funding sources to get critical needs met and to move towards recovery and develop resiliency.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid at the rate of $80.00 per hour after satisfactorily completing the duties described in this Agreement. The number of hours Contractor provides services hereunder will be mutually determined by County and Contractor and shall not exceed 538 hours in any one fiscal year (July 1 - June 30). County shall have no obligation to compensate Contractor but for those hours scheduled by County and actually worked. The annual compensation payable under this Agreement shall not exceed $43,040.00. The total maximum compensation amount shall not exceed $129,120.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026, and shall terminate June 30, 2029, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services

which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq.

("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Debra Villasenor 2035 Normal Avenue Chico, CA 95928 (530) 521-6401

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their

intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA’s dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;

- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

County and Contractor intend to protect the privacy and provide for the security of Protected Health Information (PHI) disclosed to Contractor pursuant to this contract in accordance 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.

Contractor is directly responsible for compliance with certain of the HIPAA Privacy and Security Rules' requirements, and subject to civil and criminal penalties for violations thereof, and shall implement the Rules' required standards.

County and Contractor agree to assume the obligations and activities listed below to insure the privacy and security of PHI that may come into their respective possession during the course of this agreement.

1. **Permitted Uses and Disclosures by Contractor**

   A. Except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule or the HITECH Act, or any implementing regulations thereof, if done by County. Contractor must limit use or disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose.

   B. Except as otherwise limited in this Agreement, Contractor may disclose PHI for the proper management and administration of the Contractor, provided that disclosures are required by law, or Contractor obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality or security of the information has been breached or otherwise compromised.

   C. Except as otherwise limited in this Agreement, Contractor may use PHI to provide Data Aggregation services to County as permitted by 42 CFR 164.504(e)(2)(i)(B).

2. **Prohibited Uses and Disclosures**

A. Contractor shall not disclose PHI to a health plan for payment or health care operations purposes if the client 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, in accordance with 45 CFR 164.522(a)(1)(vi).

B. Contractor shall not sell PHI and shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of County and as permitted by 45 CFR 164.508 (A)(4).

3. **Specific Obligations and Activities of Contractor**

A. **Nondisclosure**: Contractor agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law.

B. **Safeguards**: Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, security, integrity, and availability of the PHI that it creates, receives, maintains, uses or transmits on behalf of County, in compliance with the Privacy and Security Rules, and to prevent any use or disclosure of PHI other than as provided for by this Agreement. Contractor shall develop and maintain a written privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.

Such safeguards shall include, but not be limited to the following:

1. **Destruction of PHI**: Contractor agrees that destruction of PHI on paper, film, or other hard copy media must involve either shredding or otherwise destroying the PHI so that it cannot be read or reconstructed.

2. **Change in Personnel**: Contractor agrees that should any Contractor employee or subcontractor have direct access (meaning Contractor can access County computer systems without County assistance) to computer systems of County that contain PHI, Contractor shall immediately notify County of any change of such personnel (e.g. employee or subcontractor termination, or change in assignment where such access is no longer necessary) in order for County or Contractor to ensure the direct access has been disabled.

3. **Security of Electronic PHI**: Contractor agrees to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, as required by 45 CFR 164.302. Contractor agrees to secure all Electronic PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the National Institute of Standards Technology (NIST) Standards and Federal Information Processing Standards (FIPS), as applicable.

C. **Subcontractors and Agents**: Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of, County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such PHI. Contractor further agrees that if Contractor provides Electronic PHI to a third party, such as a subcontractor, Contractor shall ensure that the third party has reasonable and appropriate safeguards to protect it and that Contractor shall implement and maintain sanctions against agents and subcontractors that violate such safeguards and shall mitigate the effects of any such violation. Contractor shall, upon knowledge of a subcontractor or agent's material breach or violation of obligation under the subcontract, require said subcontractor or agent to cure the breach and end the violation of obligation, or if such steps are unsuccessful, shall terminate the contract or arrangement, if feasible.

D. **Breach of Protected Health Information**:

1. **Report of Breach**: Contractor agrees to report to County any Breach or attempted Breach involving PHI (in any form). Breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted hereunder which compromises the security or privacy of the PHI. (45 CFR 164.402.) Contractor shall report a Breach or attempted Breach immediately after discovery by telephone call to 530-527-8491 x3046 plus email to Privacy.Officer@tchsa.net and will include, to the extent possible, the identification (not using Individual's name when emailing) of each Individual whose PHI has been, or is reasonably believed by the Contractor to have been, Breached, a description of the PHI involved, the nature of the unauthorized acquisition, access, use or disclosure, the date of occurrence, and a description of any remedial actions taken or proposed to be taken by Contractor, including actions to mitigate harm to individuals and to protect against further Breaches. Contractor will also provide to County any other available information that County is required to include in its notification to the Individual under 45 CFR 164.404(c) at the time of the initial report or promptly thereafter as information becomes available. Any Breach or attempted Breach shall be treated as discovered by Contractor on the first day the Breach or attempted Breach is known, or would have been known upon exercise of reasonable diligence, to the Contractor, including any person, other than the individual committing the Breach or attempted Breach, that is an employee, officer or other agent of the Contractor.

2. **Corrective Action**: Contractor agrees, in the event of any Breach or attempted Breach of PHI, to take prompt corrective action to cure the Breach, to take any action required by applicable federal and state laws and regulations to mitigate the harm caused by the Breach, and to take reasonable steps to prevent future similar Breaches or attempted Breaches. Contractor will document any such action and make such documentation available to County.

3. **Notification to Third Parties**: Except as required by law, Contractor agrees that it will not inform any third party of a Breach of PHI without obtaining the County's prior written consent. County hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice. When applicable law requires the Breach to be reported to a federal or state agency or that notice be given to media outlets, Contractor shall cooperate with and coordinate with County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to determine responsibilities for reporting.

4. **Notification Costs**: Contractor agrees to assume responsibility for any and all costs associated with notification of Individuals affected by a Breach which is the responsibility of Contractor or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation or under any applicable contract to which County is a party.

E. **Employee Training**: Contractor agrees to train, and to use reasonable measures to ensure compliance with the requirements of this Agreement, by employees who assist in the performance of functions or activities on behalf of County under this agreement and/or who create, receive, access, use or disclose PHI (in any form), and to discipline such employees who violate, whether negligently or willfully, any provisions of this Agreement, as appropriate to the severity of the violation, up to and including termination of employment.

F. **Mitigation of Harmful Effect**: Contractor agrees to mitigate, to the extent practicable, any harmful effect caused by the receipt, access, use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

G. **Audit Inspection and Access**:

1. With reasonable notice, Contractor agrees to make facilities, systems, policies, procedures, and records relating to the acquisition, access, use and disclosure of PHI received from, or created, received, accessed, maintained, used, or disclosed, by Contractor on behalf of, County, available to the County, or its authorized agents or representatives, or at the request of the County, available to the Secretary of Health and Human Services, for audit and/or inspection purposes, at a time and manner designated by the County or the Secretary of Health and Human Services, to allow either the Secretary of Health and Human Services or the County to determine County's compliance with the Privacy Rule and Security Rule, or for the purpose of the County determining Contractor's compliance with this Agreement. This section does not relieve Contractor of its responsibilities to comply with this Agreement or Contractor's responsibilities under the Privacy Rule or Security Rule, nor does County's failure to detect, or detection but failure to notify Contractor of, or to require Contractor's remediation of, any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement.

2. If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary of the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Agreement, Contractor shall notify County and provide County with a copy of any PHI that Contractor provides to the Secretary of the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 45 CFR 160.402(a).

H. **Accounting Retention Period**:

Contractor agrees to document disclosures of PHI, and information related to such disclosures, as would be required for County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR

164.528 and the HITECH Act. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by the Contractor and its agents or subcontractors covering a period of at least six (6) years prior to the request. If the HIPAA Administrative Simplification Regulations are hereafter modified to provide that an accounting of disclosures from an Electronic Health Record for treatment, payment or health care options purposes are required to be collected and maintained for only three (3) years prior to the request and only to the extent Contractor maintains electronic health records and is subject to this requirement, this section shall be deemed amended accordingly. Contractor agrees to provide to County or an Individual, in time and manner designated by County, information collected or obtained during performance under this Agreement, to permit County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the HITECH Act.

I. **Individual Access to Protected Health Information**: Contractor agrees to provide access, at the request of County, and in the time and manner designated by the County, to PHI to County or, as directed by County, to an Individual, in accordance with 45 CFR 164.524.

J. **Amendment to Protected Health Information**: Contractor agrees to make any amendment(s) to PHI that County directs or agrees to make pursuant to 45 CFR 164.526, at the request of County or an Individual, and in the time and manner designated by County.

K. **Revenue Lost - Billing Practices**: Contractor shall make County whole for any revenues lost arising from an act or omission in billing practices by Contractor.

L. **Fines and Penalties**: Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act, and their implementing regulations applicable to Contractor as a Business Associate, may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations. In addition, Contractor agrees to the following:

1. Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with obligations imposed by HIPAA or the HITECH Act, or their implementing regulations.

2. Contractor shall pay any penalty or fine assessed against County arising from Contractor's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to, any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

4. **Specific Obligations of County**

A. **Notice of Privacy Practices**: County shall make available to Contractor the notice of privacy practices that County produces in accordance with 45 CFR 164.520. County shall provide to Contractor any changes to such notice.

B. **Permission by Individuals for Use and Disclosure of PHI**: County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Contractor's permitted or required uses and disclosures.

C. **Notification of Restrictions**: County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522.

D. **Requests Conflicting with HIPAA Rules**: County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or Security Rule if done by County.

5. **Term and Termination**

A. **Material Breach**: Upon County's knowledge of a material breach of this Agreement, the HIPAA Privacy, or the HIPAA Security Rule by Contractor, or an implementing regulation thereof, County shall provide an opportunity for Contractor to cure the breach or end the violation, and may terminate this

Agreement if Contractor does not cure the breach or end the violation within the time specified by County. County may terminate this agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible. If neither cure nor termination is feasible, County may report the violation to the Secretary of Health and Human Services as required by HIPAA.

B. **Judicial or Administrative Proceedings**: Contractor will notify County if it is named as a defendant in a criminal, civil, or administrative proceeding for a violation of HIPAA, or the HITECH Act, or their implementing regulations. County may terminate this agreement if Contractor is found guilty of a criminal violation. County may terminate this agreement if a finding or stipulation that Contractor has violated any standard or requirement of HIPAA, the HITECH Act, their implementing regulations, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

C. **HIPAA Violation Indemnification**: Notwithstanding the generality of Section 10 of this Agreement (entitled "INDEMNIFICATION") and any other remedies provided herein, Contractor shall defend, hold harmless, and indemnify County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees arising out of Contractor'S actions or omissions undertaken pursuant to this Agreement related to compliance with HIPAA, the HITECH Act, or their implementing regulations, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

D. **Witness Availability**: Contractor shall make itself and any subcontractors, employees, or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violations of HIPAA, the HITECH Act, or their implementing regulations

or other laws relating to security and privacy, arising from actions or omissions by the Contractor, except where Contractor or its subcontractor, employee or agent is named as an adverse party.

E. **Effect of Termination**:

Upon termination or expiration of this Agreement for any reason, Contractor shall promptly return or destroy all PHI received from County, or created or received by Contractor on behalf of County, that Contractor still maintains in any form, and shall retain no copies of such PHI. If Contractor determines that return or destruction is not feasible, it shall notify County of the conditions that make return or destruction infeasible. Upon mutual agreement of County and Contractor that destruction or return is infeasible, Contractor shall continue to extend the protections of this Agreement to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible, for so long as Contractor maintains such PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor.

6. **Miscellaneous**

A. The respective rights and obligations of Contractor set forth in this Health Insurance Portability and Accountability Act (HIPAA) section shall survive the termination or expiration of this Agreement.

B. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Rule and Security Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164.

C. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule and Security Rule and any

implementing regulations. Definition of terms shall be as used in the HIPAA and HITECH Acts and their implementing regulations.

28. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

29. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement

agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

30. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 5-28-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 5/28/2026

DEBRA VILLASENOR

Debra Villasenor, Housing Consultant

125007
Vendor Number
53230
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Fee Schedule

For the Period July 1, 2026, through June 30, 2029

Contractor shall be paid at the rate of $80.00 per hour after satisfactorily completing the duties described in this Agreement. The number of hours Contractor provides services hereunder will be mutually determined by County and Contractor and shall not exceed 538 hours per fiscal year (July - June). The Annual Compensation shall not exceed $43,040.00 per fiscal year (July - June).

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Debra Villasenor

Contract Description: For the purpose of housing consulting services

APPROVED AS TO FORM:



Date: 05/26/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0913 **Agenda Date:** 6/16/2026 **Agenda #:** 20.

HEALTH SERVICES AGENCY / SHERIFF / PROBATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chairperson to sign the Department of Health Care Services (DHCS) Medi-Cal County Inmate Program (MCIP) Participation Agreement 26-MCIPTEHAMA-52 for purpose of permitting the County of Tehama to voluntarily participate in the MCIP as a provider of acute inpatient hospital services & inpatient psychiatric services provided to inmates or juvenile justice wards who are admitted as inpatients in a medical institution off the grounds of the correctional facility, and who, but for their institutional status as inmates, are otherwise eligible for Medi-Cal benefits, effective 7/1/26 and shall terminate on 6/30/29

b) AGREEMENT - Request approval and authorization for the Chairperson to sign the Department of Health Care Services (DHCS) Medi-Cal County Inmate Program (MCIP) Administrative Service Agreement 26-60152 for the purpose of reimbursements for the administrative costs associated with the MCIP, with a maximum payable amount not to exceed $12,961.35, effective 7/1/26 and shall terminate on 6/30/29

Financial Impact:
General fund dollars are utilized to pay the Administrative costs for this program on behalf of the Sheriff's Office and Probation. The maximum payable amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the non-federal share of DHCS' administrative costs and shall not exceed $12,961.35.

Background Information:
The Medi-Cal County Inmate Program is an opportunity for the County to recoup up to 50% of qualifying inpatient medical or psychiatric claims provided to either Tehama County inmates or Tehama County juvenile justice wards that are eligible for Medi-Cal.

County Name: Tehama

ARTICLE I – STATEMENT OF INTENT

The purpose of this Participation Agreement (PA) is to permit the County of Tehama (County) to voluntarily participate in the Medi-Cal County Inmate Program (MCIP) as a provider of acute inpatient hospital services and inpatient psychiatric services provided to juvenile inmates who are admitted as inpatients in a medical institution off the grounds of the correctional facility, and who, but for their institutional status as inmates, are otherwise eligible for Medi-Cal benefits. The mutual objective of the California Department of Health Care Services (DHCS) and the County is to improve access to the services needed. This PA sets out responsibilities relative to the County's participation in the MCIP.

ARTICLE II - AUTHORITY

This PA is authorized by Welfare and Institutions Code sections 14053.7, 14053.8, and Penal Code section 5072.

ARTICLE III – TERM AND TERMINATION OF THE AGREEMENT

1. This PA is effective on July 1, 2026.

2. This PA will remain in effect until terminated by either party pursuant to and in accordance with the requirements and conditions set forth in this PA.

3. Termination Without Cause:

   Either party may terminate this PA without cause and terminate the County's participation in MCIP by giving at least a 30-day prior written notification to the other party of the termination. Notice of termination shall result in the County's immediate withdrawal from MCIP effective on the termination date and exclusion from further participation in MCIP unless and until such time as the County's participation in MCIP is reinstated by DHCS. The County shall remain obligated to pay for the non-federal share of all MCIP services provided to the County.

4. Termination for Cause:

   a. If the County fails to comply with any of the terms of this PA, DHCS may terminate this PA for cause effective immediately by providing written notice to the County's representative listed in Article IV below. Furthermore, DHCS may terminate this PA for cause if: (i) DHCS determines that the County does not meet the requirements for participation in MCIP; (ii) the County has not submitted a valid reimbursement claim; or (iii) the County is unable to certify that the claims are eligible for federal funds. Termination for cause will result in the County's immediate withdrawal and exclusion from further participation in the MCIP. The conviction of an employee, contractor, subcontractor, or authorized agent of the County, or of an employee or authorized agent of a contractor or subcontractor, of any felony or of a misdemeanor involving fraud,

abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee, contractor, subcontractor, or authorized agent, or employee or agent of a contractor or subcontractor, from participation in MCIP. Failure of the County to exclude a convicted individual from participation in MCIP shall constitute a breach of this PA for which DHCS may terminate this PA.

b. DHCS may terminate this PA in the event that DHCS determines that the County, or any employee, contractor, subcontractor or authorized agent working with the County has violated the laws, regulations or rules governing MCIP.

c. In cases where DHCS determines in its sole discretion that the health and welfare of Medi-Cal beneficiaries or the public is jeopardized by continuation of this PA, this PA shall be terminated effective on the date DHCS made such determination. After termination of the PA, any overpayments must be returned to DHCS pursuant to Welfare and Institutions Code sections 14176 and 14177.

d. This PA will terminate automatically upon the termination of the County's MCIP Administrative Service Agreement.

ARTICLE IV – PROJECT REPRESENTATIVES

Dave Kain, Sheriff/Coroner
22840 Antelope Blvd
Red Bluff, CA 96080
Phone number: (530) 527-7950
dkain@tchsa.org

Uma De Silva, Chief
County-Based Claiming and Inmate Services Section
Telephone: (916) 345-7934
Fax: (916) 324-0738
E-Mail: Uma.DeSilva@dhcs.ca.gov

Direct all inquiries and notices to:

Inmates Medi-Cal Claiming Unit
Local Governmental Financing Division
1501 Capitol Ave., MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436
Telephone: (916) 345-7895
E-Mail: DHCSIMCU@dhcs.ca.gov

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when delivered in writing to the project representatives identified above.

ARTICLE V – PAYMENT TERMS AND INVOICING

1. The County shall compensate DHCS for the County's apportioned share of the nonfederal share of MCIP services listed in Article VII, as required by Welfare and Institutions Code sections 14053.7 and 14053.8, Government Code sections 26605.6, 26605.7, and 26605.8, and Penal Code 5072 within 60 days of receipt of an invoice from DHCS. DHCS shall submit an invoice to the County on a quarterly basis. The DHCS invoice shall specify both the total federally claimable cost and the nonfederal share of the total cost for payments DHCS made to providers. The DHCS invoice shall not contain, and the County shall not compensate DHCS for, MCIP services provided by Medi-Cal providers where the County incurs the cost of providing MCIP services and claims them through the CPE process as outlined specifically for Designated Public Hospitals (DPHs). The County shall not reimburse DHCS for the nonfederal share of services as Certified Public Expenditures (CPEs) of DPHs.

2. In addition to the DHCS invoice, DHCS shall submit to the County a quarterly report containing information regarding paid claims data for the quarter, including information identifying the provider of services and the beneficiary, the recipient aid code, and amount of reimbursement, and other information that may be agreed upon by theParties.

   If after comparing its owed nonfederal share to payments made by the County, the County determines it has overpaid DHCS, and the amount is undisputed by DHCS, DHCS shall refund the overpayment to the County within 180 days of receipt of an invoice containing the same information from the County. This refund may be made by offsetting the overpayment amount against the County's next quarterly payment due to DHCS.

3. DPHs in MCIP participating counties may submit claims and follow the CPE process which includes a pricing methodology established on an annual basis. These DPHs are paid using Federal Financial Participation (FFP) only.

ARTICLE VI – COUNTY RESPONSIBILITIES

1. Except as provided in subdivision f. of this section, the County is responsible for reimbursing DHCS for the nonfederal share of MCIP services paid by DHCS.

   a. The County may pay a Medi-Cal provider to the extent required by or otherwise permitted by State and federal law to arrange for services for Medi-Cal beneficiaries. Such additional amounts shall be paid entirely with county funds and shall not be eligible for Social Security Act Title XIX FFP.

   b. If DHCS pays the Medi-Cal provider more than what the County would have paid for services rendered, the County shall not request and receive the difference from the Medi-Cal provider.

   c. If the County would have paid the Medi-Cal provider less than what DHCS paid the Medi-Cal provider, the County is obligated to reimburse DHCS for the nonfederal share of DHCS' full payment for the MCIP services.

d. In the event that FFP is unavailable for any MCIP service claimed pursuant to this PA, the County shall be solely responsible for arranging and paying for the MCIP service.

e. If the Centers for Medicare & Medicaid Services (CMS) determine an overpayment has occurred, including the application of any federal payment limit that reduces the amount of FFP available, then DHCS shall seek the overpayment amount from the provider, return the collected FFP to CMS, and return the collected nonfederal share to the County. In the event DHCS cannot recover the overpayment from the Medi-Cal provider, the County shall pay DHCS an amount equal to the FFP portion of the unrecovered amount to the extent that Section 1903(d)(2)(D) of the Social Security Act is found not to apply.

f. The County is not responsible for reimbursing DHCS for the nonfederal share of expenditures for MCIP services provided by DPHs when those services are reimbursed under the CPE process because DHCS is not responsible for the nonfederal share of expenditures for MCIP services reimbursed through the CPE process.

2. If CMS determines DHCS claimed a higher Federal Medical Assistance Percentage (FMAP) rate than is allowed and FFP is reduced by CMS, then the County shall hold DHCS harmless for the return of the FFP to CMS.

3. Upon the County's compliance with all applicable provisions in this PA and applicable State and federal laws, regulations and MCIP rules, the County may send its MCIP-eligible beneficiaries to Medi-Cal providers to receive MCIP services.

4. The County understands and agrees that the overall nature of the medical facilities in which an inmate receives medical services must be one of community interaction such that members of the general public may be admitted to receive services and admission into the medical facility or into specific beds within the facility is not limited to individuals under the responsibility of a correctional facility, and that inmates are admitted to specific medical units, not based on their status as inmates of a correctional institution, but rather on their treatment needs and plan of care.

5. Ensure that an appropriate audit trail exists within County records and accounting system(s) and maintain expenditure data as indicated in this PA.

6. The County agrees to provide to DHCS or any federal or state department with monitoring, auditing or reviewing authority, access and the right to examine its applicable records and documents for compliance with relevant federal and State statutes, rules and regulations, and this PA.

7. In the event of any federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within 14 days of DHCS' request.

8. The County shall assist with the completion and delivery of completed Medi-Cal applications to the County Welfare Department within 90 days after the date of admission of the beneficiary to a Medi-Cal provider off the grounds of the County correctional facility resulting in an expected stay of more than 24 hours.

9. As a condition of participation in MCIP, and in recognition of revenue generated by MCIP, the County shall pay annual administrative costs directly to DHCS.

    a. The annual administrative costs payment shall be used to pay DHCS' administrative costs associated with MCIP, including, but not limited to, claims processing, technical assistance, and monitoring. DHCS shall determine and report staffing requirements upon which projected costs will be based.

    b. The amount of the administrative costs shall be based upon the anticipated State salaries, benefits, operating expenses, and equipment necessary to administer MCIP and other costs related to administering the MCIP.

    c. The County shall enter into a separate agreement with DHCS to reimburse DHCS for the administrative costs incurred by DHCS to administer MCIP.

ARTICLE VII – DHCS RESPONSIBILITIES

1. DHCS shall pay the appropriate Medi-Cal fee-for-service rate to Medi-Cal providers that directly bill DHCS for MCIP services rendered to the County's MCIP eligible beneficiaries and seek FFP for these service claims. DHCS shall be responsible to pay such Medi-Cal providers only to the extent the County commits to reimburse DHCS for the nonfederal share of all federally reimbursable MCIP claims for which FFP is available and obtained by DHCS for the MCIP service claims.

2. DHCS shall maintain accounting records to a level of detail that identifies the actual expenditures incurred for MCIP services, the services provided, the county responsible, the specific MCIP-eligible beneficiary treated, the MCIP-eligible beneficiaries aid code, and the specific provider billing.

3. DHCS shall submit claims in a timely manner to CMS to draw down FFP and shall distribute FFP for all eligible claims.

4. DHCS shall:

    a. Ensure that an appropriate audit trail exists within DHCS' records and accounting system(s) and maintain expenditure data as indicated in this PA.

    b. Designate a person to act as liaison with the County concerning issues arising under this PA. This person shall be identified to the County's contact person for this PA.

    c. Provide a written response by email or mail to the County's contact person within 30 days of receiving a written request for information related to MCIP.

    d. With each quarterly invoice, provide a paid claim analysis report to the County regarding MCIP claims submitted by providers for the County's MCIP-eligible beneficiaries. This analysis shall be used to determine the amount of the nonfederal share that the County is obligated to pay under this PA.

5. Should the services to be performed under this PA conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

6. DHCS' cessation of any activities due to federal Medicaid responsibilities does not relieve the County of the obligation to reimburse DHCS for MCIP services incurred by DHCS in connection with this PA for periods in which the County participated in MCIP.

7. DHCS agrees to provide to the County, or any federal or State department with monitoring, auditing or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this PA.

ARTICLE VIII – FISCAL PROVISIONS

1. DHCS will invoice the County quarterly at the address indicated in Article IV. Each invoice shall include the agreement number and supporting documentation for the previous quarter's paid claims.

2. Counties are required to have an authorized county representative sign and submit the MCIP Certification and Hold Harmless to DHCS annually to ensure the County is providing efficient oversight of federal expenditures.

ARTICLE IX – BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the State Budget Act of the current State Fiscal Year (SFY) and any subsequent SFYs covered under this PA does not provide sufficient funds for MCIP, this PA shall be of no further force and effect. In this event, the DHCS shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under the PA, and the County shall not be obligated to perform any provisions of this PA.

2. If funding for any SFY is reduced or deleted by the State Budget Act for purposes of MCIP, DHCS shall have the option to either cancel this PA, with no liability occurring to DHCS, or offer an amendment to the PA to the County to reflect the reduced amount.

ARTICLE X – LIMITATION OF STATE LIABILITY

1. In the event of a federal audit disallowance, the County shall cooperate with DHCS in replying to and complying with any federal audit exception related to MCIP. The County shall assume sole financial responsibility for any and all federal audit disallowances related to the rendering of services under this PA. The County shall assume sole financial responsibility for any and all penalties and interest charged as a result of a federal audit disallowance related to the rendering of services under this PA. The amount of the federal audit disallowance, plus interest and penalties shall be payable on demand to DHCS.

2. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Medi-Cal provider has received reimbursement for MCIP services under this PA, DHCS shall recoup from the Medi-Cal provider, upon written notice of 60 days after the

completion of an audit or other examination that results in the discovery of an overpayment per Welfare and Institutions Code section14172.5, amounts equal to the amount of the disallowance and interest in that state fiscal year for the disallowed claim, less the amounts already remitted to or recovered by DHCS.

ARTICLE XI – AMENDMENT

1. This PA and any exhibits attached hereto, along with the MCIP Administrative Agreement shall constitute the entire agreement among the parties regarding MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to MCIP and may be amended by the parties only by a written amendment to this PA.

2. Changes to the project representatives may be made via written communication including email by either party and shall not constitute a formal amendment to the PA.

ARTICLE XII – GENERAL PROVISIONS

1. None of the provisions of this PA are or shall be construed as for the benefit of, or enforceable by any person not a party to this PA.

2. The interpretation and performance of this PA shall be governed by the laws of the State of California. The venue shall lie only in counties in which the California Attorney General maintains an office.

3. DHCS and the County shall maintain and preserve all records relating to this PA for a period of three years from DHCS' receipt of the last payment of FFP or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities held by DHCS or the County provided for elsewhere in this PA, or in State or federal law.

4. Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this PA, shall not be interpreted as a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.

ARTICLE XIII – INDEMNIFICATION

It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or property which arise out of the terms and conditions of this PA and the negligent and intentional acts or omissions of the County, its officers, employees, or agents.

ARTICLE XIV – AVOIDANCE OF CONFLICTS OF INTEREST

The County is subject to compliance with the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022, and Article 1.1 (commencing with Welfare and

Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

ARTICLE XV – CONFIDENTIALITY

The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; 22 California Code of Regulations, section 51009; and, the Business Associates Agreement hereby incorporated by reference.

ARTICLE XVI – ALTERNATIVE FORMATTING

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

2. County will ensure that deliverables developed and produced pursuant to this Agreement comply with federal and state laws, regulations or requirements regarding accessibility and effective communication, including the ADA, which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794 (d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

THIS SPACE INTENTIONALLY LEFT BLANK

The signatories to this PA warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

County Name: Tehama

Tom Walker
Name of Authorized Representative
(Person legally authorized to bind contracts for the County)

Chairman
Title of Authorized Representative

Signature of Authorized Representative

Date

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Signature of the DHCS Authorized Representative

Typed or Printed Name of the DHCS Authorized Representative

Typed or Printed Title of the DHCS Authorized Representative

Date

Exhibit A

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement is made and entered into on this __1st__ day of _July_____, 2026_, between the California Department of Health Care Services ("DHCS") and Tehama ("County," and together with DHCS, "Parties").

1. Intent of Agreement

This purpose of this Agreement for Reimbursement for Administrative Costs for the Medi-Cal Inmate Program (MCIP) is to reimburse DHCS for the administrative costs associated with the MCIP, as further described in Welfare & Institutions Code (WIC) sections 14053.7 and 14053.8, Penal Code section 5072, 42 U.S.C. section 1396d(a)(30)(a).

2. Parties

The parties to this Agreement are DHCS , the single state agency responsible for administering the California Medical Assistance Program (Medi-Cal), including MCIP, pursuant to Welfare and Institutions Code section 14100.1, and the County of Tehama.

3. Authority

This Agreement is authorized by Welfare and Institutions Code sections 14053.7 and 14053.8 and Penal Code section 5072.

4. Term of the Agreement

The term of this Agreement shall be from July 1, 2026 through and including June 30, 2029 ("Contract Term").

5. Definitions

A. "Certified Public Expenditure Process" or "CPE Process" means the process established for Medi-Cal under state law (including but not limited to Welfare and Institutions Code section 14166.1, et seq.), the California Medi-Cal State Plan, and approved Medicaid demonstration projects and waivers through which public Medi-Cal providers claim Federal Financial Participation (FFP) for allowable expenditures.

B. "Days" as used in this Agreement shall mean calendar days unless specified otherwise.

C. "Demonstration Project" means the California Medi-Cal 2020 Demonstration, Number 11-W-00193/9, as approved by CMS effective beginning December 30, 2015 and any successor demonstration projects.

D. "Designated Public Hospital" has the meaning set forth in the Demonstration Project, and codified in state law at Welfare and Institutions Code section 14184.10, subdivision (f) pursuant to SB 815 (2016), and may be modified from time to time.

E. "Inmate" as used in this Agreement means persons identified in Welfare and Institutions Code sections 14053.7(e)(2)(A) and 14053.8(k) "Juvenile Inmate," and Government Code sections 26605.6(a) "Prisoner," 26605.7(a) "Prisoner" and (d)(1) "Probationer," and 26605.8 "Prisoner" and "Probationer."

F. "MCIP" or "Medi-Cal County Inmate Program" includes the following three components: the Adult County Inmate Program (ACIP), as authorized in state law pursuant to Welfare and Institutions Code section 14053.7 and Penal Code section 5072, the Juvenile County Ward Program (JCWP), as authorized in Welfare and Institutions Code section 14053.8, and the County Compassionate Release Program (CCRP) and County Medical Probation Program (CMPP), as authorized by Government Code sections 26605.6, 26605.7, and 26605.8.

G. "MCIP Administrative Services" means the administrative services provided by DHCS personnel for the administration of MCIP.

H. "Medi-Cal provider" means, any individual, partnership, group association, corporation, institution, or entity and the officer, directors, owners, managing employees or agents of any partnership, group association, corporation, institution, or entity that provides services, goods, supplies, or merchandise, directly or indirectly, to a Medi-Cal beneficiary, and that has been enrolled in the Medi-Cal program.

I. State Fiscal Year (SFY) means July 1st of each calendar year through June 30th in the subsequent calendar year.

6. Maximum Payable Amount

The maximum payable amount that the County shall be obligated to pay for MCIP administrative services rendered under this Agreement shall not exceed its share of the non-federal share of DHCS' administrative costs and shall not exceed $12,961.35, which shall be based on a methodology specified in Addendum A.

A. The maximum payable amount shall be further subject to the allocated State Fiscal Year's (SFY's) annual limits not to exceed:

$3,992.85 for July 1, 2026, through and including June 30, 2027

$4,309.88 for July 1, 2027, through and including June 30, 2028
$4,658.62 for July 1, 2028, through and including June 30, 2029

For future contract periods not covered under this Agreement, the maximum payable amount shall be determined through a new Agreement or an amendment to this Agreement.

7. Contact Persons

Any notice, request, demand, or other communication required or permitted hereunder, shall be deemed to be properly given when furnished in writing to the following:

A. In the case of the County to:

Dave Kain, Sheriff/Coroner
22840 Antelope Blvd, Red Bluff, CA 96080
(530) 527-7950
dkain@tchsa.org

Or to such person or address as the County may furnish in writing to DHCS.

B. In the case of DHCS to:

California Department of Health Care Services
Local Governmental Financing Division
County Based Claiming & Inmate Services Section
Attn: Inmate Medi-Cal Claiming Unit
1501 Capitol Avenue, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as DHCS may, from time to time, furnish in writing or to the County.

8. Payment Terms and Invoicing

A. General Terms

1. DHCS shall submit an annual invoice to the County for the County's apportioned share of the nonfederal share of the MCIP administrative services performed by DHCS during the period billed.

2. The County shall pay DHCS for the County's apportioned share of the nonfederal share of MCIP administrative services performed by DHCS which shall be based on a methodology specified in Addendum A within 60 days of receipt of an invoice.

3. Failure by the County to timely pay DHCS shall constitute a material breach of this Agreement which, at DHCS' discretion, may result in termination of both this Agreement and the MCIP Evergreen Provider Agreement (PA) by DHCS. The County may cure such breach by rendering payment of the amount owed to DHCS three days prior to the termination of this Agreement or the PA.

4. The County shall not make payments for any invoice or portion thereof exceeding the respective maximum payable amount for the SFY invoiced. Payment for any MCIP administrative services performed by DHCS exceeding the respective maximum payable amount shall require an amendment to this Agreement. If the County fails to execute a retroactive amendment to the maximum payable amount under this Agreement, DHCS shall terminate both the Agreement and the PA.

5. Payments shall be sent to DHCS at the following address, or such other address as may specify in writing:

   California Department of Health Care Services
   Local Governmental Financing Division
   County Based Claiming & Inmate Services Section
   Attn: Inmate Medi-Cal Claiming Unit
   1501 Capitol Avenue, MS 2628
   P.O. Box 997436
   Sacramento, CA 95899-7436

9. DHCS Responsibilities

A. MCIP Administrative Services

1. DHCS shall perform the services related to administering the MCIP described in Schedule A, attached hereto and incorporated by reference herein, or the purpose of claiming federal reimbursement for MCIP services. It is understood by both parties that the County shall perform all other administrative services not set forth in Schedule A.

2. DHCS shall maintain accounting records for personnel services at the level of detail as described in Schedule A. Additionally, these records shall identify any equipment utilized and all related operating expenses.

3. DHCS shall submit to the County an annual invoice for the County's apportioned share of the nonfederal share of MCIP administrative services performed by DHCS based on Addendum A. The annual invoice for reimbursement shall identify the following summarized categories of DHCS' costs for

the allocated SFY period billed: (i) salary, (ii) benefits, (iii) operating expenses, and (iv) total costs. Costs shall be multiplied by one (1) minus the Federal Medical Assistance Percentage (FMAP) applicable to such administrative costs subject to the limit on the amount reimbursable by the County. The maximum payable amount shall not exceed the County's apportioned share, which shall be based on the methodology specified in Addendum A.

B. General Responsibilities

1. Should the scope of work for this Agreement conflict with DHCS' responsibilities under federal Medicaid law, those responsibilities shall take precedence.

2. DHCS' cessation of any services due to federal Medicaid responsibilities does not relieve the County of the obligation to reimburse DHCS for administrative costs incurred by DHCS in connection with this Agreement for periods in which the County participated in MCIP.

3. DHCS agrees to provide to the County, or any federal or state department with monitoring, auditing or reviewing authority, access to and the right to examine its applicable records and documents for compliance with relevant federal and state statutes, regulations, and this Agreement.

10. County Responsibilities

A. MCIP Administrative Services

1. As a condition of participation, the County accepts responsibility for reimbursing DHCS for the County's apportioned share of the nonfederal share of costs of MCIP administrative services based on Addendum A.

2. The County shall reimburse DHCS its allotted portion of the nonfederal share of funding allocated for compensation, associated operating expenses, equipment, and travel costs for no more than 3.75 full-time equivalent (FTE) positions composed of: one-quarter (0.25) FTE Supervisor II, one-half (0.50) FTE Supervisor I, one (1) FTE Health Program Specialist I, one (1) FTE Analyst I/Analyst II, one-half (0.50) FTE Attorney, and one-half (0.50) FTE Accounting Officer, to be established and housed at DHCS, to support the reported expenditures submission process for obtaining federal reimbursement under this Agreement.

3. If a County does not participate in MCIP or does not abide by the terms of this Agreement, the County remains responsible for arranging for and paying for medical care for its MCIP eligible beneficiaries.

B. General Responsibilities

1. Upon compliance with all applicable provisions of this Agreement and applicable laws, the County may send its MCIP eligible beneficiaries to Medi-Cal providers to receive MCIP services.

2. The County shall reimburse DHCS pursuant to Paragraph A with funds from the County's General Fund, or from any other funds allowed under federal law and regulation.

3. In the event of a federal deferral or disallowance applicable to MCIP expenditures, the County shall provide all documents requested by DHCS within fourteen (14) days of DHCS' request.

11. Amendments

Amendments to this Agreement shall be considered binding on the Parties when made in writing and signed by the Parties to this Agreement, and, if required by State law, by approval of the California Department of General Services. Notwithstanding the previous sentence, any changes made to the contact persons identified in Article 7 may be made by written communication, including e-mail, to the other contact person or persons and without formal amendment.

12. Termination and Agreement Disputes

A. This Agreement may be terminated by either party upon written notice given at least 30 days prior to the termination date. Notice shall be addressed to the respective parties identified in Article 7. The County shall remain obligated to pay for all MCIP administrative costs incurred by DHCS for periods in which the County participated in the MCIP.

B. This Agreement shall terminate upon cessation of the MCIP. The County shall remain obligated to pay for all of the County's apportioned share of MCIP administrative costs incurred by DHCS for periods in which the County participated in MCIP.

C. Termination of this Agreement will automatically terminate the County's MCIP Evergreen PA.

13. General Provisions

A. Approval. This Agreement is of no force or effect until signed by an authorized representative of both Parties.

B. Indemnification. It is agreed that the County shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all reported expenditures, liability, loss, or expense (including reasonable attorney fees) for

injuries or damage to any person, any property, or both which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the County, its officers, employees, or agents.

C. Severability. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Article 11, or it shall be terminated pursuant to Article 12.

D. Records. DHCS and the County shall maintain and preserve all records relating to this Agreement for a period of three years from DHCS' receipt of the last payment of FFP, or until three years after all audit findings are resolved, whichever is later. This does not limit any responsibilities of DHCS or the County provided for elsewhere in this Agreement, or in state or federal law.

E. Compliance with Applicable Laws. All parties performance under this Agreement shall be in accordance with all applicable federal and state laws, including, but not limited to:

1. The Americans with Disabilities Act of 1990, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. Title XIX of the Social Security Act;
4. Welfare and Institutions Code section 14000 et seq.;
5. Government Code section 53060;
6. The California Medicaid State Plan;
7. Applicable laws and regulations related to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination;
8. The Policy and Procedure Letters, and similar instructions, published with regulatory authority;
9. Government Code sections 26605.6, 26605.7, and 26605.8;
10. Penal Code section 5072;

11. 42 Code of Federal Regulations; and,

12. Applicable sections of the California Code of Regulations.

F. Controlling Law and Venue. The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for any action brought concerning this Agreement shall be in any county in which the Attorney General maintains an office.

G. Integration Clause.

1. This Agreement and any exhibits and addendums attached hereto shall constitute the entire Agreement among the parties to it pertaining to the implementation of MCIP and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter of this Agreement.

2. Notwithstanding Subparagraph G.1., DHCS Form 9098 or DHCS Form 6208 (whichever is applicable) is incorporated by reference into this Agreement if the County has a DHCS Form 9098 or DHCS Form 6208 on record. Notwithstanding Subparagraph G.1., the terms of the DHCS Form 9098 or DHCS Form 6208 control to the extent there is a conflict with this Agreement, except for Article 10 of this Agreement. If the DHCS Form 9098 or DHCS Form 6208 does not address a matter addressed by this Agreement, then this Agreement controls.

H. Assignment. No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of both Parties.

I. Conformance Clause. Any provision of this Agreement in conflict with present or future governing authorities is hereby amended to conform to those authorities and such amended provisions supersede any conflicting provisions in this Agreement. The governing authorities include, but are not limited to the authorities listed in Article 13.D.

J. Waiver. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party to which the same may apply; and, until performance or satisfaction of all covenants, duties, obligations, or undertakings is complete, the party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

K. Third Party Beneficiaries. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

L. Conflict of Interest. The County is subject to the Medi-Cal Conflict of Interest Law, as applicable and set forth in Welfare and Institutions Code section 14022 and Article 1.1 (commencing with Welfare and Institutions Code section 14047), and implemented pursuant to 22 California Code of Regulations, section 51466.

M. Budget Contingency Clause. If funding associated with MCIP for any SFY is reduced by the State Budget Act, DHCS shall have the option to cancel this Agreement with no liability occurring to the State.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

O. Confidentiality. The County shall comply with the applicable confidentiality requirements as specified in Section 1902(a)(7) of the Social Security Act; 42 Code of Federal Regulations, part 431.300; Welfare and Institutions Code section 14100.2; and 22 California Code of Regulations, section 51009; and, the Business Associates Agreement attached and hereby incorporated by reference.

P. Survival. All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the Parties to survive this Agreement, including but not limited to the County's obligation to reimburse DHCS for administrative services related to supplemental payments made during the Contract Term.

Q. Contract Execution. Unless otherwise prohibited by law or either Parties' policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by both Parties.

The signatories to this Agreement represent and warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entity.

County of _Tehama _____

Signature: _____

Name: _Tom Walker_____

Title: _Chairman_____

Date: _____

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contracts Section

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A
SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS)

DHCS agrees to:

1. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance services, including the indirect costs related to the MCIP program provided by its staff, which is in accordance with the provisions of Section 1903(w) of the Social Security Act and 42 Code of Federal Regulations, part 433, subpart B.

2. Lead the development, implementation, and administration of the MCIP.

3. Submit claims for Federal Financial Participation (FFP) based on Certified Public Expenditures (CPE) from participating MCIP counties.

4. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.

5. Maintain accounting records to a level of detail that identifies the actual expenditures incurred for personnel services including salary or wages, benefits, and overhead costs for DHCS' staff. Additionally, these records will identify any equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to general expense, rent and supplies for identified staff and managerial staff working specifically on services or assignments directly related to the MCIP.

6. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.

7. Designate a person to act as liaison with the County for issues arising from this Agreement. This person shall be identified to the County's contact person for this Agreement.

8. Provide a written response to the County's contact person within 30 days of receiving a written request for information related to the MCIP.

9. Provide the County with accounting, program technical assistance, and training related to the MCIP.

10. Maintain an invoice tracking system for MCIP and provide a report on an annual basis.

11. Establish an annual MCIP administrative cost based on Addendum A.
12. Invoice the County on an annual basis for administrative services and costs.

ADDENDUM A: MCIP Administrative Costs

The MCIP Administrative Contract is a three-year contract. At the beginning of each calendar year, counties have the opportunity to inform DHCS of their intent to continue participation in MCIP for the upcoming State Fiscal Year (SFY) by completing the MCIP Letter of Intent (LOI).

The methodology for calculating each county's nonfederal share of administrative costs was developed by DHCS in consultation with the California State Association of Counties, County Health Executives Association of California, California Association of Public Hospitals and Health Systems, and the California State Sheriffs' Association. The nonfederal share of administrative costs allocated to each county is based on the following:

1) 30% of the total administrative costs will be distributed evenly to participating counties over 50,000 in population. *

2) 70% of the total administrative costs will be allocated to participating counties pro-rata based on population. *

**Population data will be obtained from the California Department of Finance, Demographic Estimates*

To account for a cost-of-living adjustment on a yearly basis after the initial SFY of the current Agreement, DHCS will include a year over year growth factor of 8% to the maximum payable amount of the annual administrative cost for each subsequent SFY. DHCS will invoice participating counties for the nonfederal share of administrative costs annually after the close of the previous fiscal year based on actual administrative costs per the methodology above.

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Department of Health Care Services

Contract Description: For the purpose of providing Health Care Services for the Medi-Cal county inmate program

APPROVED AS TO FORM:



Date: 05/15/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0938 **Agenda Date:** 6/16/2026 **Agenda #:** 21.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign an Agreement with Cardan Aircraft Services for the purpose of primary fueling services in an amount not to exceed $100,000, effective 7/1/26 and shall terminate on 6/30/27

Financial Impact:
There is no financial impact on the FY26/27 General Fund. Funding will be supported with federal asset forfeiture funding, AB443 funds, and grant funding.

Background Information:
The Sheriff's Office is requesting approval of the Agreement renewal with Cardan Aircraft Services to continue supporting the Tehama County Sheriff's Office aviation program through discounted Jet A fuel services at the Red Bluff Airport. Under the renewed agreement, Jet A fuel will continue to be provided at a rate discounted by $0.50 per gallon from the airport's posted fuel price, assisting the Sheriff's Office in reducing operational aviation fuel costs while maintaining continuity of aviation support operations.

SERVICE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CARDAN AIRCRAFT SERVICES, INC.

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Cardan Aircraft Services Inc. ("Contractor") for the purpose of primary fueling services.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide fueling services to the Sheriff's Helicopter upon request, and/or provide access to Sheriff's Office staff to access fueling services themselves after hours.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3) COMPENSATION

Contractor will provide an itemized invoice for actual cost of all fuel services provided. Contractor will provide Jet A fuel with a discounted .50 cent per gallon from the given daily market rate. The Maximum Compensation payable under this Agreement shall not exceed $100,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

This agreement shall commence on July 1st, 2026, and shall terminate June 30th, 2027, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's

"independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Cardan Aircraft Services, Inc.
Attn: Gary Walker
1950 Airport Blvd
Red Bluff, CA 96080
(530) 527-6547
cardanaircraft@yahoo.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Nickoli Brummond
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD-PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

_____
Sheriff-Coroner

Date: _____

_____
Chairman of the Board of Supervisors

CARDAN AIRCRAFT SERVICES, INC.

Date: 05/19/2026

Gary Walker
Authorized Agent

Agreement #: _____

112712
Vendor Number

2027-53291
Budget Account Number

cardanaircraft@yahoo.com
Vendor/Contractor Email Address

(530) 527-6547
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

TCSO - Agreement - Fuel Contract - FY 26-27

Final Audit Report 2026-05-19

Created:	2026-05-19
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx_0_OclTCYZD9Ep3L8XzrN8NKe6T7ou8

"TCSO - Agreement - Fuel Contract - FY 26-27" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2026-05-19 - 7:31:16 PM GMT

Document emailed to Gary Walker (cardanaircraft@yahoo.com) for signature
2026-05-19 - 7:31:21 PM GMT

Email viewed by Gary Walker (cardanaircraft@yahoo.com)
2026-05-19 - 7:49:10 PM GMT

Document e-signed by Gary Walker (cardanaircraft@yahoo.com)
Signature Date: 2026-05-19 - 7:49:35 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-19 - 7:49:35 PM GMT

Powered by Adobe Acrobat Sign

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Cardan Aircraft Services, Inc.

Document Description: Fuel Agreement through June 30th, 2027

APPROVED AS TO FORM:

Date: 5/29/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0939 **Agenda Date:** 6/16/2026 **Agenda #:** 22.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chairperson and Sheriff to sign the Agreement with Cardan Aircraft Services, Inc. for the lease of an aircraft hangar unit for a monthly sum of $844.14 effective October 1, 2026, and shall increase 3% January 1, 2027, and shall terminate on 09/30/2027

Financial Impact:
There is no financial impact on the FY 26/27 General Fund. Funding will be supported with federal asset forfeiture funding, AB443 funds, and grant funding.

Background Information:
The Sheriff's Office is requesting approval of the Agreement renewal with Cardan Aircraft Services to support the Tehama County Sheriff's Office aviation program through the provision of hangar space at the Red Bluff Airport for the Sheriff's Office helicopter, N911NN. The Agreement will ensure the aircraft is appropriately housed and protected, supporting the continued operation, maintenance, and readiness of the Sheriff's Office aviation unit.

LEASE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CARDAN AIRCRAFT SERVICES, INC.

This lease is made and entered into by and between the County of Tehama, through its Sheriff's Office, ("County" or "Lessee") and Cardan Aircraft Services Inc. ("Lessor").

Lessor, for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, subject to the conditions set forth herein, the real property and improvements identified as the northern-most bay of the aircraft Hangar building located at 1840 Airport Road at the Red Bluff Airport (hereinafter "Premises") to be used for all operations related to storage, maintenance, and deployment of TCSO UH-1H helicopter bearing tail number N911NN. The storage of said helicopter shall include reasonably necessary supplemental equipment, which may include as a non-exhaustive exemplary list: spare parts, towing vehicles, and all relevant aviation and law enforcement equipment. Lessor shall provide Lessee with unobstructed 24-hour access to the Premises and shall provide Lessee with a key, passcode, or any security measures to ensure that Lessee has actual self-determined 24-hour access. With the exception of the access provided to the County and its employees and agents, Lessor shall ensure that only authorized agents of the Lessor have access to keys to the Premises or authority to navigate any other security measures to the Premises. The effective date of this lease is October 1, 2026.

1) TERM OF LEASE

a) This lease shall be for a term of one (1) year, commencing at 12:01 am, on the effective date of this lease and ending at 12:01 am on October 1, 2027, unless terminated earlier pursuant to the provisions of Section 5 of this lease.

b) In the event that the County holds over and continues in possession of the Premises after the expiration of the lease term, the County's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

TEHAMA COUNTY AGREEMENT: _____

2) RENT

County agrees to pay to Lessor a monthly sum of $844.14/month, for the use and occupancy of the Premises. Rent shall be due on or before the first day of the month in each and every month of the lease. Rent shall be paid by delivery to Lessor personally or by mailing to the address identified in section 10 b) of this lease, or at any place or places as Lessor may from time to time designate by written notice delivered to County. Over the life of this agreement shall include a 3% increase on January 1, 2027, pursuant to the following schedule:

2026 (October-December) - $844.14/Month, $2,532.42 total annual

2027 (January-September) – 3% increase - $869.46/month, $7,825.14 total annual

3) USE OF PREMISES/COMMON AREAS

a) During the term if this Lease, the Premises may be used by Lessee for any use which complies with the applicable zoning. Without limiting the generality of the foregoing, Lessee shall be permitted to operate a government office at which services are provided to the public.

b) Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain or commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the Premises, and Lessee shall not use or permit the use of the Premises for any unlawful purpose. Lessee shall be responsible for the legal disposal of any hazardous substances generated or kept on the premises.

c) Lessee shall, at Lessor's own cost and expense, comply with all the statues ordinances, regulations and requirements of all governmental entities, both federal and state and county or municipal, including those requiring capital improvements to the Premises, including but not limited to all improvements relating to Lessee's use and occupancy of Premises and those not relating to occupancy, whether those statues, ordinances, regulations and requirements are now in force or are subsequently enacted.

4) UTILITIES/JANITORIAL AND TAXES

a) Lessee shall pay all utility costs for electricity, telephone, propone, water, garbage pickup and disposal, and other public utilities for the Premises during the term of this lease. **The Lessor shall pay the water, garbage, and electricity and any other utilities associated with the Premises**.

b) All real property taxes and assessments levied or assessed against the Premises by a government entity, including any special assessments imposed on or against the Premises for the construction or improvement of public works in, or about the Premises shall be paid before they come delinquent, by Lessor.

5) ALTERATIONS AND REPAIRS

a) Lessor represents and warrants that, upon commencement of Lessee's occupancy hereunder, the Premises shall be in good, clean, safe, and rentable condition suitable for Lessee's use. Without limiting or fixtures on the Premises necessary to the operation of a vehicle maintenance facility are in good working order upon commencement of Lessee's occupancy hereunder.

b) Lessor shall be responsible for all maintenance, repair, and upkeep of the entire Premises, including without limitation, the parking lot, grounds, building and improvements, and equipment and fixtures attached hereto (except for improvements, and equipment and fixtures installed by Lessee). Such responsibility shall include, without limitation, the following:

i. The structural parts of the building and other improvements in which the premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof.

ii. The exposed and unexposed electrical, plumbing and sewage systems including, without limitation, those portions of the systems lying outside the Premises.

iii. Garage doors, window frames, gutters, and down spouts on the building and other improvements in which the premises are located.

iv. Heating, ventilating, and air-conditioning systems (HVAC).

v. Landscape maintenance and parking lot maintenance including drainage. Lessee shall secure a separate agreement, at Lessee's expense for pest and week control.

vi. Flooring

In case of emergency, Lessor will immediately make appropriate repairs under this section 4 b) to protect persons and property. If the Lessor does not take the necessary steps, Lessee will have the right to repair or contract to repair and to be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor or Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the costs of repairs from the next monthly rent payment.

As used herein, "emergency" shall mean any condition that may cause irreparable harm to personal property, real property, or fixtures attached to real property if not immediately repaired, or any condition that poses an immediate threat to the health or safety of an occupant.

Except for cases of emergency, Lessor will make all repairs as soon as is possible. In the event Lessor has not made a repair referred to in a written notice from Lessee to Lessor within 30 days after date of notice, Lessee will have the right to repair or contract to repair and be reimbursed by Lessor. If the full amount of the reimbursement is not delivered by Lessor to Lessee within 10 days after Lessee's delivery to Lessor of a written statement or bill evidencing the cost of the repair, Lessee will have the right to deduct the cost of repair from the next monthly rent payment.

c) Lessee shall not make or permit any other person to make any alterations to the Premises or to any improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements and fixtures made or placed in or on the Premises by Lessee or any other person shall on expiration or earlier termination of this lease, become the property of Lessor and remain on the Premises, except trade fixtures which Lessee shall be permitted to remove from the leased Premises at any time during the term hereof.

d) Lessor and its agents shall have the right to enter the Premises at all reasonable times as scheduled with Lessee (and at any time during an emergency) for all of the following

purposes: inspection of the Premises, repairs required of Lessor, inspection to assure that Lessee is complying with the terms of this lease, and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises or for the purpose of performing Lessor's duties under this lease.

e) On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear and repairs required to be made by Lessor under this lease.

f) Lessee, Lessee's staff, clients, guests and invitees may park anywhere within the perimeters of the leased area, and street parking, but shall not obstruct the ingress and egress to any other premises.

6) INDEMNITY AND INSURANCE

a) Lessee shall hold Lessor harmless for all damages to any person or property occurring in, on or about the Premises and arising out of Lessee's use and occupation of said Premises, except that Lessor shall be liable to Lessee and shall hold Lessee harmless for damage resulting from the acts or omissions of Lessor or its authorized representatives or agents.

b) Lessee at its cost shall maintain public liability and property damage insurance, or participation in a self-insurance program, against claims for personal injury, death or property damage arising out of and in connection with Lessee's use or occupancy of the premises, with a single combined limit of not less than one million dollars ($1,000,000.00).

c) Lessor shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of the full replacement value.

d) This subdivision is applicable to the extent allowed pursuant to section 6 a) above. Lessor hereby releases Lessee from any claims for damage to any person or property of Lessor about the Premises that are caused by or result from risks insured against under any insurance policies carried by Lessor. Lessor further agrees that Lessee shall not be liable to Lessor for any damage caused by fire or any of the risks insured against under any insurance policy and Lessor shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against

Lessee in connection with any covered damage.

e) By its signature to this lease, Lessee hereby authorizes any insurer providing insurance on the Premises or relating to the Premises to release to Lessor any and all information concerning the nature and extent of such insurance coverage.

7) SIGNS AND TRADE FIXTURES

a) Lessee shall have the right at any time and from time to time during the term of this lease, at Lessee's sole cost and expense, to install and affix in, to or on the Premises any items, including fixtures, which are reasonably necessary to the performance of the activities for which the Premises are leased. Lessor shall have a right of pre-approval which shall not be unreasonably withheld, and the discretion of Lessee in design shall be honored.

b) Any additions or fixtures described in this Article that are not removed from the Premises by Lessee as described in Section 5 e) shall be deemed abandoned by Lessee and shall automatically become the property of Lessor as owner of the real property to which they are affixed. This provision does not negate the right of Lessor to insist that such additions or fixtures be removed by Lessee, and a written demand by Lessor to Lessee within thirty (30) days of lease termination shall require Lessee to remove and repair.

c) Subject to lessor's approval, which shall not be unreasonably withheld, Lessee may erect, maintain, permit and from time to time remove any signs in, on or about the Premises that Lessee may deem necessary or desirable, provided that any signs erected or maintained by Lessee shall com ply with all requirements of any governmental authority with jurisdiction.

8) DESTRUCTION OF PREMISES

a) Except as otherwise provided in Section 8 b) below, if at any time during the term of this lease the building on the Premises is damaged or destroyed by any cause, Lessor shall promptly repair, restore or rebuild the building to substantially the same condition as the building was delivered to Lessee at the commencement of this lease (i.e., exclusive of Lessee fixtures and equipment). Lessor shall have the obligation to repair, restore or rebuild described in this section whether or not the insurance proceeds paid to Lessor are

sufficient to cover the total cost of repair, restoration or rebuilding. Lessor shall commence repair, restoration or rebuilding, as appropriate, not later than thirty (30) days after occurrence of the event causing damage or destruction, and shall cause construction to be completed not later than two (2) months after the occurrence of the event causing damage or destruction. In the event Lessor does not commence or complete construction within the time periods described in this section, Lessee shall have the right to terminate this lease by giving Lessor written notice within thirty (30) days after expiration of either time period.

b) Notwithstanding Section 8 a), Lessor shall have the right to terminate this lease and shall have no obligation to repair, restore or rebuild the Premises or the building under any of the following circumstances:

i. Damage or destruction from an insured casualty when the damage or destruction cannot reasonably be repaired, restored or rebuilt within the period required by Section 8 a).

ii. Damage or destruction from an uninsured casualty when the cost of repair, restoration or rebuilding exceeds a total of twenty-five percent (25%) of the then-replacement cost of the building.

iii. Damage or destruction from an uninsured casualty occurring during the last two (2) months of the Term of this lease.

If Lessor elects to terminate this lease under any of the above circumstances, Lessor shall give written notice to Lessee no later than sixty (60) days after occurrence of the casualty.

c) If damage or destruction to the Premises renders the operation of Lessee's business at the Premises impossible and Lessee, in fact, ceases to operate its business at the Premises, the rent required under this lease shall abate during the period in which Lessor is required to perform repairs or restoration, or to rebuild. In the event Lessee is able to continue partial operation of its business, rent shall be reduced during the period of repair in proportion to the reduction of square footage used by Lessee.

9) <u>DEFAULT, ASSIGNMENT, TERMINATION</u>

a) Except as provided herein, Lessee shall not encumber, assign or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of

the improvements that may now or hereafter be constructed or installed in, on or about the Premises without first obtaining the express written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises or allow any other person, other than Lessee's agents, clients, servants, employees, invitees and guests, to occupy the Premises or any part of the Premises without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Except as provided herein, any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this lease. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Premises or parts of the Premises shall not be unreasonably withheld. Notwithstanding any other provision of this lease, Lessee may, in Lessee's sole discretion, assign or otherwise transfer this lease and all rights, interests, duties and obligations hereunder to the State of California.

b) If Lessee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 (ten) working days, after the giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within 30 (thirty) days thereafter proceed with reasonable diligence and in good faith to cure such default), then the Lessor may terminate this lease on not less than 30 (thirty) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, and Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and other effects.

c) Notwithstanding any other provision of this Lease, Lessee may terminate this lease immediately, without cost or penalty, should the Tehama County Board of Supervisors decline to appropriate sufficient funds for this lease in any fiscal year or reduce any such appropriation previously made. In the event Lessee elects to terminate this lease under this Section, Lessor may recover from Lessee any unpaid rent that had been earned at the

time of termination of the lease.

d) The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee, either of the same or another provision of this lease.

e) If Lessor is unable to deliver possession of the Premises to Lessee for any reason not within Lessor's control, including but not limited to partial or complete destruction of the Premises, Lessee will have the right to terminate the Agreement upon proper notice as required by law. In such event, Lessor's Liability to Lessee will be limited to the return of all sums previously paid by Lessee to Lessor.

10) MISCELLANEOUS

a) If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay; and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

b) Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, and addressed as follows:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Cardan Aircraft Services, Inc.
Attn: Gary Walker
1950 Airport Blvd
Red Bluff, CA 96080
(530) 527-6547
cardanaircraft@yahoo.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

Either party, Lessee or Lessor, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section. Notice shall be deemed to be effective two days after mailing.

c) This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Lessor and Lessee; but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided in Section 9 a) of this lease.

d) If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

e) This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the lease term created under this lease; and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void. The terms of this agreement may not be modified by oral agreement. No modification of this agreement shall be valid unless it is in writing and signed by both parties.

f) Time is expressly declared to be of the essence by both parties.

g) In this lease the neuter gender includes the feminine and masculine; and the singular number includes the plural; and the word "person" includes corporation, partnership, firm,

or association wherever the context requires.

h) The one signing this contract for the Lessee agrees and warrants that he or she has authority to sign for the Lessee.

i) This Agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

j) Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.

IN WITNESS WHEREOF, County and Lessor have executed this agreement on the day and year set forth below.

LESSEE

Date: _____

COUNTY OF TEHAMA

_____
Dave Kain, Sheriff-Coroner

Date: _____

_____
Chairman, Board of Supervisors

LESSOR

Date: 05/19/2026

CARDAN AIRCRAFT SERVICES, INC.

Gary Walker
Authorized Agent

Agreement #: _____

112712
Vendor Number

2027-53260
Budget Account Number

cardanaircraft@yahoo.com
Vendor/Contractor Email Address

(530) 527-6547
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

TCSO - Cardan - Hangar Lease - FY 26-27

Final Audit Report 2026-05-19

Created:	2026-05-19
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjoP_cSI194XXYQZ1z4s8c68kizIZp_Ha

"TCSO - Cardan - Hangar Lease - FY 26-27" History

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Signature Date: 2026-05-19 - 7:50:37 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-19 - 7:50:37 PM GMT

Powered by Adobe Acrobat Sign

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Cardan Aircraft Services

Document Description: Lease Agreement for hangar space through September 30, 2027

APPROVED AS TO FORM:

Date: 5/29/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0940 **Agenda Date:** 6/16/2026 **Agenda #:** 23.

SHERIFF'S OFFICE

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair and Sheriff to sign the Agreement with Cardan Aircraft Services, Inc. for the purpose of aircraft maintenance and alteration services to Sheriff's Helicopter N911NN, in an amount not to exceed $100,000, effective 7/1/2026 and shall terminate on 6/30/27

Financial Impact:
There is no financial impact on the FY 26/27 General Fund. Funding will be supported with federal asset forfeiture funding, AB443 funds, and grant funding.

Background Information:
The Sheriff's Office is requesting approval of the Agreement renewal with Cardan Aircraft Services to support the continued operation and maintenance of the Tehama County Sheriff's Office helicopter, N911NN, through the provision of ongoing aircraft maintenance and alteration services. Under the agreement, maintenance services will be provided at a discounted labor rate of $95.00 per hour through completion of the aircraft's first annual inspection, after which services will resume at the standard rate of $135.00 per hour. The Agreement will assist the Sheriff's Office in maintaining the operational readiness, safety, and reliability of the aviation unit.

SERVICE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CARDAN AIRCRAFT SERVICES, INC.

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Cardan Aircraft Services Inc. ("Contractor") for the purpose of aircraft maintenance and alterations.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide appropriate on going and preventative and cosmetic maintenance/alterations to maintain County helicopter N911NN in a safe and airworthy condition. Contractor will provide interior and exterior cosmetic alternations, equipment installations/removals, and all services deemed appropriate to develop and/or maintain County aviation program and aircraft. Service contemplated by this agreement includes helicopter maintenance service including but not limited to the following whether scheduled or unforeseen: mechanical inspections and repairs, preventive maintenance, labor for equipment replacement, paint, decals, avionics maintenance, installation, and removal, component lubrication, hydraulic maintenance, and required routine inspections. This list is intended as an example of the type of services that will be provided.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3) COMPENSATION

Contractor shall be paid the following rate schedule:

Initial Inspection	$95.00/Hour
All Subsequent Services	$135.00/Hour

Payment for maintenance services shall not exceed $100,000.00, for all services rendered under this agreement, without a written amendment pursuant to Section 7.

TEHAMA COUNTY
AGREEMENT #: _____

County intends to supply parts and equipment through the 10-33 military surplus program. In the event that a part or equipment must be purchased, Contractor shall obtain separate authorization from the County for any and all purchases of parts or equipment. Such authorization shall be made through a separate purchase order or agreement or amendment pursuant to Section 7.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4) BILLING AND PAYMENT

Contractor shall submit an itemized invoice each month for all work performed on behalf of the County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall commence on July 1st, 2026, and shall terminate June 30th, 2027, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to

contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Cardan Aircraft Services, Inc.
Attn: Gary Walker
1950 Airport Blvd
Red Bluff, CA 96080
(530) 527-6547
cardanaircraft@yahoo.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Nickoli Brummond
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD-PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with

the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

_____
Sheriff-Coroner

Date: _____

_____
Chairman of the Board of Supervisors

CARDAN AIRCRAFT SERVICES, INC.

Date: 05/19/2026

Gary Walker
Authorized Agent

Agreement #: _____

112712
Vendor Number

2027-53170
Budget Account Number

cardanaircraft@yahoo.com
Vendor/Contractor Email Address

(530) 527-6547
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

TCSO Agreement - Cardan Maintenance Contract - FY 26-27

Final Audit Report 2026-05-19

Created:	2026-05-19
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYY3YuQJ8yakkTVfdHxbIRDwRqGL3kE4h

"TCSO Agreement - Cardan Maintenance Contract - FY 26-27" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
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2026-05-19 - 7:48:17 PM GMT

Document e-signed by Gary Walker (cardanaircraft@yahoo.com)
Signature Date: 2026-05-19 - 7:48:49 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-05-19 - 7:48:49 PM GMT

Powered by Adobe Acrobat Sign

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Cardan Aircraft Services

Document Description: Service Agreement through June 30th, 2027

APPROVED AS TO FORM:

Date: 5/28/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-1045 **Agenda Date:** 6/16/2026 **Agenda #:** 24.

SHERIFF'S OFFICE

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-70 - From Other Court Fines (2027-430210), $4,378.00 and from Other Court Fines (2032-430210), $4,540.00; to Contingency (2002-59000), $8,918.00; and From Contingency (2002-59000), $8,918.00 to Maintenance of Equipment (2027-53170), $4,378.00 and to Maintenance of Equipment (2032-53170), $4,540.00 **(Requires a 4/5's vote)**
Financial Impact:
There is no financial impact on the General Fund as funds will be paid out of County DNA fund 529-301900.

Background Information:
The Tehama County Sheriff's Office utilizes the LiveScan machines for identification purposes. The Jail, to identify the correct individual(s) of suspected crimes and the collection of DNA to send to the DOJ; the Sheriff's Office for new County applicants, sex offender registrants, Concealed Carry Weapons (CCW) permits, and personal business. Without them we could not provide these services to the County of Tehama.

The purpose of the transfer is to pay for one (1) year of maintenance and support on the LiveScan machines located at the Tehama County Sheriff's Office and the Jail. Agreement #38PA26 is currently in place with Idemia Identity & Security USA LLC and started 4/10/26 and will terminate 4/9/27.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND IDEMIA IDENTITY & SECURITY USA LLC

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and Idemia Identity & Security ("Contractor") for the purpose of annual maintenance and support for the two LiveScan machines located at Tehama County Sheriff's Office 22840 Antelope Blvd, Red Bluff, CA 96080 and 502 Oak St. Red Bluff, CA 96080.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide maintenance and support for the LiveScan machines in the Tehama County Sheriff's Office and the Tehama County Jail.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3) COMPENSATION

Contractor shall be paid an all-inclusive flat fee of $8,918.00 for all services rendered under this agreement. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4) BILLING AND PAYMENT

Contractor shall submit an invoice for the flat fee amount to County within thirty (30) days after service has been completed to the reasonable satisfaction of County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

TEHAMA COUNTY
AGREEMENT #: 38PA26

5) TERM OF AGREEMENT

This agreement shall start on 4/10/2026, and shall terminate on 4/9/2027, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Idemia Identity & Security
Att: Helen Bakkers
14 Crosby Dr. Suite 200
Bedford, MA 01730
(888) 435-7439
helen.bakkers@us.idemia.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Nickoli Brummond
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27) EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 2-9-26

Sheriff-Coroner

Date: Feb 9, 2026

Debbie Schmidt

Debbie Schmidt (Feb 9, 2026 16:36:05 PST)

Purchasing Agent

Idemia Identity & Security USA LLC

Date: 2/9/2026

Authorized Agent

Agreement #: 38PA26

129735
Vendor Number

Multiple - 53170
Budget Account Number

helen.bakkers@ps-idemia.com
Vendor/Contractor Email Address

(714) 575-2951
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Idemia Identity & Security
14 Crosby Drive
Suite 200
Bedford, MA 01730
USA
Phone (888) 435-7439

MAINTENANCE AGREEMENT ADDENDUM QUOTATION

QUOTE ID: 51441
QUOTE DATE: 01/08/26
CUSTOMER ID: BD-2211
PRICE LIST: 2026

BILL TO: TEHAMA COUNTY SHERIFF
502 OAK ST

RED BLUFF, CA 96080
United States

COVERAGE
START DATE: 04/10/26
END DATE: 04/09/27

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
EQUIPMENT LOCATION:	TEHAMA COUNTY SHERIFF - 22840 ANTELOPE BLVD PO BOX 729 RED BLUFF, CA 96080			
LS-H-53ED-MAINT-95	MAINTENANCE, LIVESCAN, HYBRID HEIGHT CABINET, 5300ED, ANNUAL, 9X5			
LS-H-53ED-22		82517-001HC	1	$3,998.00
LS-IDRDR-MAINT-95	MAINTENANCE, LIVESCAN, ID READER, 9X5			
LS-IDRDR		82517-003	1	$146.00
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
LS-PRNT-M-2		82517-002	1	$234.00
EQUIPMENT LOCATION:	TEHAMA COUNTY JAIL - 502 OAK ST RED BLUFF, CA 96080			
LS-H-53ED-MAINT-95	MAINTENANCE, LIVESCAN, HYBRID HEIGHT CABINET, 5300ED, ANNUAL, 9X5			
LS-H-53ED-22		82517-1-001HC	1	$3,998.00
LS-IDRDR-MAINT-95	MAINTENANCE, LIVESCAN, ID READER, 9X5			
LS-IDRDR		82517-1-003	1	$146.00
EQUIPMENT LOCATION:	TEHAMA COUNTY JAIL - 502 OAK ST RED BLUFF, CA 96080			
PRT- DUP- M95	ANNUAL 9/5 MAINTENANCE			
LS-PRNT-M-2		82517-1-002	1	$396.00

TOTAL:	**$8,918.00**

NAME:	HELEN BAKKERS	PO NUMBER:	38PA26
TITLE:	Maintenance Contract Admin	SIGNATURE BY:	
PHONE:	(714) 575-2951	NAME(Print) / DATE	Dave Kain 2-9-26
FAX:		TITLE:	Sheriff-Coroner
EMAIL:	Helen.Bakkers@ps-idemia.com	PHONE / FAX:	(530) 528-8979
SUPPORT EMAIL:	BiometricsSupport@ps-idemia.com	EMAIL:	accounting@tehamaso.org
SUPPORT PHONE:	(888) 435-7439		

The terms and conditions of IDEMIA Identity & Security USA LLC maintenance services agreement are hereby incorporated into this Addendum by reference. Please sign and date this Maintenance Agreement Addendum. If a purchase order is required, please attach or include the purchase order number on this addendum. Some of the terms set out herein may differ from those in the buyer's purchase order and some may be new. Acceptance is conditional on the buyer's as sent to the termsset out here in in lieu of those in the buyer's purchase order. Seller's failure to object to provisions contained in any communication from the buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms contained herein must be specifically agreed to in writing by an officer of the seller before becoming binding on either seller or buyer.

AN INVOICE WILL BE ISSUED UPON RENEWAL DATE OR RECEIPT OF A SIGNED MAINTENANCE AGREEMENT ADDENDUM

IDEMIA I&S appreciates the opportunity to present this quote, which will remain valid for 90 calendar days from the quote date, after which availability and / or prices are subject to change.

TCSO Agreement - LiveScan Maint. & Support $8,918.00

Final Audit Report 2026-02-10

Created:	2026-02-09
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAACX5rq4Kut54L9hO2lBiqLslnRJPoRJGK

"TCSO Agreement - LiveScan Maint. & Support $8,918.00" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2026-02-09 - 10:52:43 PM GMT

Document emailed to purchasingagreements@tehama.gov for signature
2026-02-09 - 10:54:38 PM GMT

Email viewed by purchasingagreements@tehama.gov
2026-02-10 - 0:32:32 AM GMT

Signer purchasingagreements@tehama.gov entered name at signing as Debbie Schmidt
2026-02-10 - 0:36:03 AM GMT

Document e-signed by Debbie Schmidt (purchasingagreements@tehama.gov)
Signature Date: 2026-02-10 - 0:36:05 AM GMT - Time Source: server

Agreement completed.
2026-02-10 - 0:36:05 AM GMT

Powered by Adobe Acrobat Sign

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-70

DEPARTMENT NAME Sheriff/County DNA

Date: 5/14/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source County DNA monies held in 529-301900 for one (1) year maintenance and support service agreement on LiveScan Machines

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2027	430210	Other Court Fines	$ 4,378.00	2002	59000	Contingency	$ 8,918.00
2032	430210	Other Court Fines	$ 4,540.00	2027	53170	Maintenance of Equipment	$ 4,378.00
2002	59000	Contingency	$ 8,918.00	2032	53170	Maintenance of Equipment	$ 4,540.00
		Total Journal	**$ 17,836.00**			Total Journal	**$ 17,836.00**

TRANSFER APPROVED

Ana Zamacona 5/14/2026

AUDITOR DATE

5.14.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

Tehama County

Agenda Request Form

File #: 26-1046 **Agenda Date:** 6/16/2026 **Agenda #:** 25.

SHERIFF'S OFFICE

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-71 - From CALAIM (2032-4505723), to Contingency (2002-59000), $13,192.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $13,192.50 **(Requires a 4/5's vote)**
Financial Impact:
There is no financial impact on the General Fund. The Sheriff's Office will utilize CALAIM AB133 funds to issue payment to Health Management Associates, Inc.

Background Information:
The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) helps incarcerated people prepare for reentry into their communities. The Tehama County Jail utilized Health Management Associates, Inc. (HMA), a State-approved contractor under the CALAIM Program, to prepare the implementation plan as mandated by the State for inmates to receive these services. The implementation plan that HMA provided has been submitted and approved by the State of California.

HMA is currently working on a new Memorandum of Understanding (MOU) between the Sheriff's Office (SO) and Tehama County Health Services Agency (TCHSA), Request for Proposals (RFP) for Pharmacy Services and Electronic Health Records (EHR), as well as writing job classifications for two new positions needed to move forward into the CALAIM JI future.

The CALAIM AB133 funds will pay the invoice issued by HMA for services listed above that were rendered at the Tehama County Jail during the month of April 2026.

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Sheriff's Office
Att. Finance
PO Box 729
nbrummond@tehamaso.org
Red Bluff, CA 96080

May 18, 2026
Invoice Number: 211996 - 0000030
Due Date: June 17, 2026

Current Invoice Total **$13,192.50**

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from April 01, 2026 to April 30, 2026

Task: Sheriff

Professional and Consulting Services Rendered:

	Hours	Rate	Fees	
[redacted]	9.25	400.00	3,700.00	
[redacted]	7.50	260.00	1,950.00	
[redacted]	7.00	440.00	3,080.00	
[redacted]	6.00	420.00	2,520.00	
[redacted]	10.50	185.00	1,942.50	
Total Hours / Fees	40.25		13,192.50	
Subtotal Fees				**13,192.50**

Current Invoice Total **$13,192.50**

[redacted]

2501 Woodlake Circle, Suite 100, Okemos, MI 48864
Telephone: (517) 482-9236 Fax: (517) 482-0920
Email: accounting@healthmanagement.com · Federal ID # 38-2599727
WWW.HEALTHMANAGEMENT.COM

On December __, 2024, this Agreement is entered into between the County of Tehama, through its Sheriff's Office and Probation Department, ("County") and Health Management Associates, Inc. ("Contractor") for the purpose of providing consulting and technical assistance to the County.

1. RESPONSIBILITIES OF CONTRACTOR

Contractor shall perform the following responsibilities in addition to the deliverables found in Exhibit "B":

- Consulting and technical assistance on the approach to planning and implementation of pre-release services as well as budget development
- Training regarding CalAIM, the Office of Health Care Services (DHCS) operational guidance, and the required pre-release services
- Consulting and technical assistance on 90-day pre-release eligibility and behavioral health linkage screening
- Consulting and technical assistance for completing the release readiness assessment
- Stakeholder convening, consulting, and technical assistance for reentry coordination and planning
- Consulting and stakeholder engagement for the County Behavioral Health Department, Probation and Sheriff's Office oversight, governance, and project management
- Development of the DHCS required readiness assessment template provided by DHCS, which will focus on new processes required to support the implementation of behavioral health links and includes the following components:
    1. Initial Data Sharing
    2. Data Sharing for Release
    3. Release Planning: follow-up appointments; and transportation
    4. Reentry Professional-to-Professional Clinical Handoff
    5. Follow-up Post Release: post release scheduling; and post-release follow-up
    6. Oversight and Project Management: staffing structure and plan; governance structure for partnerships; and reporting and oversight processes
- Review of medical contracts and recommendations to align with the CalAIM Justice involved Initiative.
- Develop policies and procedures, and process flows in compliance with the operational guidance minimum requirements.
- Training and technical assistance regarding billing, claiming, and pharmacy services.
- Consulting and technical assistance on the operationalization of pre-release services and continuous quality improvement
- Actuarial Analysis of projected revenue from Medi-Cal reimbursement based on 2 years of Correctional Facilities health care encounter data provided the County
- Up to two site visits to Tehama County to develop Implementation Plan and provide TA for Readiness

2. **RESPONSIBILITIES OF THE COUNTY**

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall be up to $211,000 for the reasonable value of services in making necessary site visits, analysis, and plans in preparation for this contract and up to $764,000 for other services completed before the end of the term for a total not to exceed $975,000.00. Contractor shall be compensated Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TERM OF AGREEMENT**

This agreement shall terminate September 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff and/or Chief Probation Officer.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

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

10. **INDEMNIFICATION**

Each party shall defend, hold harmless, and indemnify the other party, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of each party), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of each party) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Each party shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Each party shall also defend and indemnify the other party against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. **INSURANCE**

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to

contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

16. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
dkain@tehamaso.org

Tehama County Probation Department
Attn: Pam Gonzalez, Chief Probation Officer
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3026
pgonzalez@tcprobation.org

NOTICES TO CONTRACTOR:
Jeff DeVries
Health Management Associates, Inc.
2501 Woodlake Circle, Ste. 100
Okemos, MI 48864
Fax: (517) 482-0920
contracts@healthmanagement.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

Notice shall be deemed to be effective two days after mailing.

19. **NON-EXCLUSIVE AGREEMENT**:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **RESOLUTION OF AMBIGUITIES**:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

21. **NO THIRD PARTY BENEFICIARIES**:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **HAZARDOUS MATERIALS**

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

23. **HARASSMENT**

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this

Docusign Envelope ID: 13C9274E-5275-4ED5-AD87-FBC51BD9E634

policy may cause termination of this agreement.

24. **EXHIBITS**

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: DEC 17 2024

CHAIRMAN OF BOARD OF SUPERVISORS

Date: 12/31/2024

Dave Kain (Dec 31, 2024 10:29 PST)

DAVE KAIN, SHERIFF

Date: 12-31-24

PLG

PAM GONZALEZ, CHIEF PROBATION OFFICER

HEALTH MANAGEMENT ASSOCIATES, INC.

Date: January 6, 2025 | 9:37 PST

Signed by:
Kelly Johnson
7533E7CBA7A5470...

KELLY JOHNSON, CHIEF ADMINISTRATIVE OFFICER

TBD
Vendor Number

2032-53230
Budget Account Number

2037-53230
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT "B"

SHERIFF'S OFFICE DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Sheriff's Office:**

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key task, deliverables, and target time frames.	8/15/2024	$334.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days before release and upon release, the county's readiness to provide pre-release services, and billing and claiming for such services. Gaps in readiness and recommendations to close the gaps will be provided in a report. **This information will guide the development of the mandatory implementation plan and budget**. Cost includes 3-day site visit and travel.	TBD based on extension date	$115,681.00
3.	Eight Training Modules	HMA will deliver eight trainings for Sheriff's Office staff, including the Medi-Cal Transformation PATH 3 initiative, reentry services, and billing and claiming.		$10,874.00
4.	Shared, Web-Based Site for Resource Management	HMA will develop and maintain or support a web-based site to share resources with the Sheriff's Office easily.		$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Medi-Cal Transformation PATH 3 policy and procedure manual		$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claims		$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gap Analysis

8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services	TBD based on extension date	$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Sheriff's Office to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		$188,455.00
10	Process and Templates	HMA will work closely with key stakeholders to establish processes and templates to collect and monitor required data, report on DHCS required measures, and implement corrective action plan processes to address operational challenges, if necessary		$26,790.00
11	Continuous Quality Improvement Training and Recommendations	HMA will train Sheriff's Office staff and contractors on continuous quality improvement techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program		$21,925.00
12	Review of Healthcare Contract and Recommendations	HMA will review the contract with your healthcare vendor and ensure it aligns with the MEDI-CAL TRANSFORMATION JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		$21,925.00
13	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre-release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Sheriff's Office the flexibility to change assumptions and review corresponding results.		$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Sheriff Dpt.		**$12,500**

PROBATION DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Probation Department**:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key tasks, deliverables, and target time frames.	15 days after contract execution	$333.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days prior to release and upon release, the county's readiness to provide pre- release services, and ensure billing and claiming for such services. Gaps in readiness and recommendations or closing the gaps will be provided in a report. **From this, HMA will lead the Probation's Department in creating the budget and implementation plan design to be submitted to DHCS.**	TBD – Based on Extension of IP Due Date	$110,681.00
3.	8 Training Modules	HMA will deliver 8 trainings for Probation's Department staff, including topics such as the Cal Aim PATH 3 initiative, reentry services, MAT in carceral settings, and billing and claiming.		$10,874.00
4.	Development of a shared, web-based site for resource management	HMA will maintain or support a web-based site to easily share resources with the Probation's Department.		$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Cal AIM PATH 3 Policy and Procedure Manual		$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claiming.		$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gaps Analysis
8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services		$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Probation Department to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		$171,530.00

10.	Process and templates for the established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.	HMA will work closely with key stakeholders to establish processes and templates to collect required data and implement corrective action plans if necessary.		$26,790.00
11.	Continuous Quality Improvement Training and Recommendations	HMA will train the Probation Department staff and contractors on continuous quality improvement (CQI) techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program.		$21,925.00
12.	Provide recommendations regarding the delivery of healthcare services and associated agreements to align with CalAIM requirements	HMA will review the contract with your healthcare vendor and ensure it aligns with the CAL AIM JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		$21,925.00
13.	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre- release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Probation Office the flexibility to change assumptions and review corresponding results.		$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Probation Dpt.		$12,261

STAFFING

John Volpe will serve as the project director and Tara Kelly will serve as project manager. Both will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the Tehama County Agencies. Julie White, Daniel Dean, Rebekah Kharrazi, Christina Kadelski, and Jessica Perillo will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals working on this project and an overview of HMA are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on June 1, 2024, and shall continue in effect until September 30, 2026, unless terminated earlier by either party giving the other party thirty (30) days' written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate

HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

PROJECT FEES

The services described above will be provided on a time-and-materials basis for a total of $975,000. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. Project fees will not be incurred beyond the ascribed amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	HMA 2024 Professional Hourly Rates	2024 Travel Time Rates
Principal Actuarial	$495	N/A
Physician Principal	$470	$293
Managing Director	$410	$255
Managing Principal	$410	$255
Principal	$400	$250
Associate Principal	$360	$225
Senior Consultant	$315	$203
Consultant Actuary	$280	N/A
Consultant 1	$240	N/A
Consultant/ Associate	$210	$140
Research Associate	$165	$108
Project Manager	$135	$85
Clerical and Admin	$120	$60

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure that your interests are protected.

Both parties acknowledge that, while performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party is obligated to confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and conditions will constitute the entire agreement between HMA and Tehama County related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

E-Contract Review
Approval as to Form

Department Name: Probation/TCSO

Vendor Name: Health Management Associates, Inc.

Document Description: Agreement for consulting for pre-release services (CalAIM)

APPROVED AS TO FORM:

Date: 12/3/24

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Minutes Certification

File Number: 24-2213 **Enactment Number: MISC. AGR 2024-378**

15. SHERIFF'S OFFICE / PROBATION DEPARTMENT - Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez **24-2213**

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Health Management Associates, Inc., to provide consulting and technical assistance related to PATH Round 3 funding and CalAIM implementation for both correctional facilities, the Jail and Juvenile Detention Facility, set forth in Exhibit "B" with maximum compensation not to exceed $975,000, effective 6/1/24 and shall terminate 9/30/26 *(Subject to receipt of insurance documentation).*

Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez explained the benefits of the departments coming together regarding the CalAIM agreement and discussed the mandate and grant funding.

In response to Supervisor Moule, Mr. Kain explained the departments overlapping responsibilities and process.

In response to Supervisor Moule, Ms. Gonzalez explained the intent of CalAIM agreement regarding services for an incarcerated persons.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Candy Carlson
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
Enactment No: MISC. AGR 2024-378

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 12/17/2024.

Attest: Deputy

January 17, 2025
Date Certified

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-71

DEPARTMENT NAME CALAIM/Jail

Date: 05/18/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source CALAIM AB133 funds held in fund 581 for payment to HMA for services rendered through April 2026.

****Note*** ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2032	4505723	CALAIM	$ 13,192.50	2002	59000	Contingency	$ 13,192.50
2002	59000	Contingency	$ 13,192.50	2032	53230	Professional/Special Services	$ 13,192.50
		Total Journal	**$ 26,385.00**			Total Journal	**$ 26,385.00**

TRANSFER APPROVED

5.18.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 05/18/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

Tehama County

Agenda Request Form

File #: 26-1047 **Agenda Date:** 6/16/2026 **Agenda #:** 26.

SHERIFF'S OFFICE

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-74 - From CALAIM (2032-4505723), to Contingency (2002-59000), $1,619.19; and From Contingency (2002-59000) to Overtime Compensation (2032-51012), $1,619.19 **(Requires a 4/5's vote)**

Financial Impact:
There is no financial impact to the General Fund. The Sheriff's Office will utilize CALAIM AB133 funds to reimburse the third quarter overtime costs incurred.

Background Information:
The Sheriff's Office through its County Jail received funding under the California Advancing and Innovating Medi-Cal (CalAIM) Providing Access and Transforming Health (PATH) Round 1 initiative to support planning and implementation activities. This PATH funding is intended to build the infrastructure necessary to implement Enhanced Care Management (ECM) under CalAIM.

Implementation of CalAIM requires significant planning and operational development activities, including policy and procedure development, workflow redesign, data and reporting configuration, cross-sector coordination with managed care plans and community-based partners, and compliance readiness activities. These efforts must be completed within state-established timelines while the Jail continues to provide ongoing services to the County's Medi-Cal beneficiaries.

Due to existing staffing levels and the need to maintain uninterrupted service delivery, completing these required planning and implementation activities during regular business hours would reduce service capacity and delay compliance milestones. Limited-term staffing is not a practical alternative given the specialized knowledge required, onboarding timelines, and the temporary nature of the work.

The requested PATH funds will reimburse overtime costs for management's planning and implementation of these deliverables without disrupting client services. The overtime costs will be time-limited and directly tied to PATH-approved activities and milestones.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-74

DEPARTMENT NAME CALAIM/Jail

Date: 05/20/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source CALAIM AB133 funds held in fund 581 for third quarter overtime costs associated with the planning and implementation process.

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2032	4505723	CALAIM	$ 1,619.19	2002	59000	Contingency	$ 1,619.19
2002	59000	Contingency	$ 1,619.19	2032	51012	Overtime Compensation	$ 1,619.19
		Total Journal	**$ 3,238.38**			Total Journal	**$ 3,238.38**

TRANSFER APPROVED

5.19.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 05/20/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

578

A-117
07/2018

Tehama County

Agenda Request Form

File #: 26-0923 **Agenda Date:** 6/16/2026 **Agenda #:** 27.

PROBATION

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Chief Probation Officer to sign the Agreement with Dr. Ronald L. Clark, DDS, for the purpose of providing dental services to youth in custody of the Tehama County Juvenile Detention Facility, with a maximum amount not to exceed $25,000, effective 7/1/26 and terminating 6/30/27

Financial Impact:
There is no additional financial impact to the General Fund. Costs incurred as a result of services provided by this Agreement are budgeted in FY 26/27 budget unit 2036-53230 (Professional Services).

Background Information:
Dr. Clark has been providing care to youth in custody of the Tehama County Juvenile Detention Facility for over a decade. Renewing our partnership with Dr. Clark is essential to maintaining quality care and supporting the overall well-being of the youths detained at our facility. There is a deviation in the insurance requirements presented in Exhibit “A”. The deviation follows the previously Board approved agreement 2025-251.

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: Dr. Ronald L. Clark, DDS

Contract Description: For the purpose of providing dental services to youth in the custody of the Tehama County Juvenile Detention Facility.

APPROVED AS TO FORM:



Date: 05/28/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RONALD CLARK, DDS

This agreement is entered into between the County of Tehama, through its department of Probation, ("County") and Ronald L. Clark, DDS, ("Contractor") for the purpose of providing medical/dental services to youth detained at the Tehama County Juvenile Detention Facility.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services as specified in Exhibit "B".

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed $25,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5) TERM OF AGREEMENT

This agreement shall commence on July 1st, 2026, and shall terminate on June 30th, 2027, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Chief of Probation.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

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

10) INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements for Contractor," attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law's provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

a. If to County: Pam Gonzalez, Chief Probation Officer
Tehama County Probation
1840 Walnut St.
Red Bluff, CA 96080

b. If to Contractor: Ronald L. Clark, DDS
727 Washington St.
Red Bluff, CA 96080
(530)527-4311

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD-PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27) SEXUAL HARASSMENT

Contractor shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor shall provide services in accordance with Exhibit B Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

28) CONFIDENTIALITY

The intent of this agreement is for the Contractor to provide medical/dental services to youth under the supervision of Probation. However, should specific information regarding the County’s clients become known to Contractor, the following confidentiality rules shall apply:

a. Contractor shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

   1.) All applications and records concerning any individual made or kept by Contractor shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

   2.) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

   3.) No person shall publish, disclose, use, permit or cause to be published, disclosed, or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. Contractor shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The Contractor understands that he/she/its is subject to all the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

29) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 5-26-26

PZ

PAM GONZALEZ, CHIEF PROBATION OFFICER CLAYTON BERNETT FOR PAM GONZALEZ.

RONALD L. CLARK, DDS

Date: 05/20/2026

Ronald L Clark DDS

RONALD L. CLARK, DDS

100382
Vendor Number

2036-53230
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A: VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

The Dentists Insurance Company
1201 K Street, 14th Floor, Sacramento, CA 95814

Declarations Insert

In consideration of the required premium, this policy is effective for the **policy period** beginning and ending at 12:01 a.m. at the insured address below and subject to the Limit of Liability for each Coverage stated below and subject to all provisions of the Policy Form, all Endorsements, and **your** application. This Declarations Insert attaches to and becomes part of Policy Form PBL2200-0115AS.

Policy Number	Policy Period Effective Date	Policy Period Expiration Date
8015444301	07/01/2025	07/01/2026

Named Insured	Class Description
Ronald L. Clark, DDS 727 Washington St Red Bluff, CA 96080-3322	11 General Dentist utilizing local, nitrous oxide or oral conscious sedation.

Dental Specialty	State / Component	Territory
00 General Dentist	California	C

Limits of Liability		Coverage	Retroactive Date
Each Claim	$1,000,000	Coverage A - Dentists Professional Liability Claims Made Form	07/01/1993
Each Occurrence	$1,000,000	Coverage B - Dentists Business Liability Occurrence Form	Not Applicable
Aggregate Limit for All Claims Under Coverages A & B combined	$3,000,000		
Aggregate	$100,000	Coverage C - Dental Employment Benefits Liability Claims Made Form	07/01/1993
Aggregate Defense Costs Reduce Limits	Not Applicable	Coverage D - Dental Employment Practices Liability (optional) Claims Made Form - 20% co-payment	Not Applicable
Aggregate	$60,000	Coverage E - Dental Medical Waste Legal Defense Occurrence Form - 20% co-payment	Not Applicable
Aggregate	$100,000	Coverage F - Regulatory Authority Legal Defense Costs Claims Made Form	07/01/1993

Policy Premium

Total: $1,868.00

Discounts

Notices

Endorsements made a part of this policy:

PBL2026-0524AS	PBL2122-0524AS	PBL2044-0524AS	PBL2500-0524CA	PBL2010-0524AS
PBL2527-0524AS	PBL2560-0524AS	PBL2565-0524AS	PBL2900-0524AS	

For questions regarding your insurance call: 800.733.0633

05/29/2025
Date issued

Todd D. Lewis
Chief Executive Officer

PBL1111-0524AS

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

~~Automobile Liability~~
~~Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.~~

Workers' Compensation
If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

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than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, ~~its elected officials, officers, employees and volunteers~~" as an additional insured.

The certificate holder shall be "County of Tehama."

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Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, ~~its officers, officials, employees and volunteers.~~ Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

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The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT "B"

FEE SCHEDULE

Ronald L. Clark, D.D.S.

Fee's will Increase 5% July 1st

Date: 05/19/2026 **Page:** 1

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
CMT	Cement Crown	0.00	0.00	0.00
D	Clinpro 5000	20.00	0.00	0.00
D00	Cmt PVC w/Fugi	0.00	0.00	0.00
D000	Lab Fee	0.00	0.00	0.00
D0000	Re-Med Endo	0.00	0.00	0.00
D0110	Initial Oral Examination	0.00	0.00	0.00
D0120	Periodic oral evaluation	55.00	0.00	0.00
D0130	Emergency Oral Examination	32.00	0.00	0.00
D0140	Limited oral evaluation	74.00	0.00	0.00
D0145	Oral evaluation < 3 yrs of age	74.00	0.00	0.00
D0150	Comprehensive oral evaluation	88.00	0.00	0.00
D0160	Detail/extensive oral eval, B/R	67.00	0.00	0.00
D0170	Limited re-evaluation	56.00	0.00	0.00
D0171	Re-eval - Post-op Office Visit	74.00	0.00	0.00
D0180	Comprehensive perio evaluation	69.00	0.00	0.00
D0190	Screening of Patient	48.00	0.00	0.00
D0191	Assessment of Patient	48.00	0.00	0.00
D0210	Intraoral Full Mouth Images	158.00	0.00	0.00
D0220	Intraoral Periapical Images	40.00	0.00	0.00
D0230	Intraoral-periapical each add'l	23.00	0.00	0.00
D0240	Intraoral Occlusal Image	42.00	0.00	0.00
D0250	Extraoral 2D projection image	52.00	0.00	0.00
D0260	Extraoral-each additional film	41.00	0.00	0.00
D0270	Bitewing Single Image	40.00	0.00	0.00
D0272	Bitewing Two Image	63.00	0.00	0.00
D0273	Bitewing Three Image	65.00	0.00	0.00
D0274	Bitewing Four Image	73.00	0.00	0.00
D0277	Vertical Bitewing 7 to 8 Images	128.00	0.00	0.00
D0290	Skull &Facial Bone Survey Image	44.00	0.00	0.00
D0310	Sialography	162.00	0.00	0.00
D0320	TMJ arthrogram, incl injection	266.00	0.00	0.00
D0321	Other TMJ Images	112.00	0.00	0.00
D0322	Tomographic survey	211.00	0.00	0.00
D0330	Panoramic Image	170.00	0.00	0.00
D0340	2D cephalometric image	49.00	0.00	0.00
D0350	2D Oral/Facial Photo Images	40.00	0.00	0.00
D0351	3D Photographic Image	0.00	0.00	0.00
D0360	Cone beam ct-craniofacial data	105.00	0.00	0.00
D0362	Cone beam-2D multi img reconst	788.00	0.00	0.00
D0364	CT Capture, Lmtd View < 1 Jaw	160.00	0.00	0.00
D0367	CT Capture, Both Jaws	350.00	0.00	0.00
D0380	CT Image, Lmtd View < 1 Jaw	368.00	0.00	0.00
D0391	Inter. Diagnostic Img. Oth Prov	525.00	0.00	0.00
D0415	Collection of microorganisms	46.00	0.00	0.00
D0419	Assess saliva flow-measurement	5.00	0.00	0.00
D0460	Pulp vitality tests	33.00	0.00	0.00
D0461	Testing for cracked tooth	0.00	0.00	0.00
D0470	Diagnostic casts	125.00	0.00	0.00
D0471	Diagnostic photographs	16.00	0.00	0.00
D0472	Accession of tissue,gr exam,rpt	86.00	0.00	0.00
D0473	Access of tiss,gr&mic exam,rpt	86.00	0.00	0.00
D0474	Acc of tiss,exam,surg mar,rpt	86.00	0.00	0.00
D0601	Caries risk assessment - Low	7.00	0.00	0.00
D0602	Caries risk assessment - Mod	7.00	0.00	0.00
D0603	Caries risk assessment - High	7.00	0.00	0.00
D0701	Pano - image capture only	0.00	0.00	0.00
D0703	2Doral/fac'l photo-capture only	0.00	0.00	0.00
D0704	3D photo image-capture only	0.00	0.00	0.00
D0707	I/O periapical-img capture only	0.00	0.00	0.00
D0708	I/O bitewing-image capture only	0.00	0.00	0.00
D0709	I/O comp ser-image capture only	0.00	0.00	0.00
D1110	Prophylaxis-adult	118.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D1120	Prophylaxis-child	90.00	0.00	0.00
D1201	Prophylaxis with fluoride-child	74.00	0.00	0.00
D1203	Topical Appl of Fluoride-Child	21.00	0.00	0.00
D1204	Topical Appl of Fluoride-Adult	21.00	0.00	0.00
D1205	Prophylaxis with fluoride-adult	84.00	0.00	0.00
D1206	Topical Applic Fluoride Varnish	25.00	0.00	0.00
D1208	Topical Appl of Fluor Excl Varn	25.00	0.00	0.00
D1310	Nutritional counseling	38.00	0.00	0.00
D1320	Tobacco counseling	42.00	0.00	0.00
D1351	Sealant-per tooth	65.00	0.00	0.00
D1352	Preventive Restoration, Perm Th	45.00	0.00	0.00
D1353	Sealant repair - per tooth	0.00	0.00	0.00
D1354	Interim caries arresting meds	52.00	0.00	0.00
D1355	Caries preventive meds-per th	0.00	0.00	0.00
D1510	Space maint-fixed-unilateral	265.00	0.00	0.00
D1515	Space maint-fixed-bilateral	394.00	0.00	0.00
D1516	Space maint-fixed-bilateral,max	436.00	0.00	0.00
D1517	Space maint-fixed-bilaterl,mand	397.00	0.00	0.00
D1520	Space maint-remov-unilateral	418.00	0.00	0.00
D1525	Space maint-remov-bilateral	446.00	0.00	0.00
D1526	Space maint-remov-bilateral,max	332.00	0.00	0.00
D1527	Space maint-remov-bilaterl,mand	49.00	0.00	0.00
D1550	Re-cement/bnd space maint	47.00	0.00	0.00
D1551	Re-cmnt/bnd bilat sp mnt-max	88.00	0.00	0.00
D1552	Re-cmnt/bnd bilat sp mnt-mand	88.00	0.00	0.00
D1553	Re-cmnt/bnd unilat sp mnt-quad	88.00	0.00	0.00
D1555	Removal of fixed space maint	45.00	0.00	0.00
D1556	Remov fixd unilat sp maint-quad	88.00	0.00	0.00
D1557	Remov fixed bilat sp maint-max	88.00	0.00	0.00
D1558	Remov fixed bilat sp maint-mand	88.00	0.00	0.00
D1575	Space maint-fixed-unil,dst shoe	233.00	0.00	0.00
D1999	Unspecified prev procedure, B/R	10.00	0.00	0.00
D2110	Amalgam-1 surface, primary	89.00	0.00	0.00
D2120	Amalgam-2 surface, primary	100.00	0.00	0.00
D2130	Amalgam-3 surface, primary	116.00	0.00	0.00
D2131	Amalgam-4+ surface, primary	131.00	0.00	0.00
D2140	Amalgam-1 surf. prim/perm	148.00	0.00	0.00
D2150	Amalgam-2 surf. prim/perm	182.00	0.00	0.00
D2160	Amalgam-3 surf. prim/perm	217.00	0.00	0.00
D2161	Amalgam-4+ surf. prim/perm	264.00	0.00	0.00
D2210	Silicate cement-per restorat.	55.00	0.00	0.00
D2330	Resin-one surface, anterior	200.00	0.00	0.00
D2331	Resin-two surfaces, anterior	230.00	0.00	0.00
D2332	Resin-three surfaces, anterior	275.00	0.00	0.00
D2335	Resin-4+ w/incis angle-anterior	330.00	0.00	0.00
D2336	Compos resin crwn-anterior-prim	112.00	0.00	0.00
D2380	Resin-1 surface, poster-primary	116.00	0.00	0.00
D2381	Resin-2 surface, poster-primary	136.00	0.00	0.00
D2382	Resin-3 surface, poster-primary	147.00	0.00	0.00
D2390	Resin composite crown, anterior	428.00	0.00	0.00
D2391	Resin composite-1s, posterior	210.00	0.00	0.00
D2392	Resin composite-2s, posterior	260.00	0.00	0.00
D2393	Resin composite-3s, posterior	325.00	0.00	0.00
D2394	Resin composite-4+s, posterior	350.00	0.00	0.00
D2510	Inlay-metallic-one surface	706.00	0.00	0.00
D2520	Inlay-metallic-two surfaces	740.00	0.00	0.00
D2530	Inlay-metallic-three + surfaces	772.00	0.00	0.00
D2540	Onlay-metallic-per tooth w/inly	472.00	0.00	0.00
D2542	Onlay-metallic-two surfaces	770.00	0.00	0.00
D2543	Onlay-metallic-three surfaces	799.00	0.00	0.00
D2544	Onlay-metallic-four + surfaces	784.00	0.00	0.00
D2610	Inlay-porcel/ceramic-1 surface	736.00	0.00	0.00

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D2620	Inlay-porcel/ceramic-2 surface	799.00	0.00	0.00
D2630	Inlay-porcel/ceramic-3+ surface	921.00	0.00	0.00
D2642	Onlay-porcel/ceram-2 surface	799.00	0.00	0.00
D2643	Onlay-porcel/ceram-3 surface	921.00	0.00	0.00
D2644	Onlay-porcel/ceram-4 + surface	921.00	0.00	0.00
D2650	Inlay-resin composite-1 surface	371.00	0.00	0.00
D2651	Inlay-resin composite-2 surface	399.00	0.00	0.00
D2652	Inlay-resin composite-3+surface	463.00	0.00	0.00
D2662	Onlay-resin composite-1 surface	405.00	0.00	0.00
D2663	Onlay-resin composite-2 surface	407.00	0.00	0.00
D2664	Onlay-resin composite-3+surface	424.00	0.00	0.00
D2710	Indirect Resin-Based Crown	677.00	0.00	0.00
D2712	Crown-3/4 resin comp(indirect)	677.00	0.00	0.00
D2720	Crown-resin w/high noble metal	984.00	0.00	0.00
D2721	Crown-resin w/ most base metal	921.00	0.00	0.00
D2722	Crown-resin with noble metal	949.00	0.00	0.00
D2740	Crown-porcelain/ceramic substr	1265.00	0.00	0.00
D2750	Crown-porc fuse high noble mtl	1265.00	0.00	0.00
D2751	Crown-porc fused to base metal	1108.00	0.00	0.00
D2752	Crown-porc fused noble metal	1170.00	0.00	0.00
D2753	Crown-porc fused to titanium	761.00	0.00	0.00
D2780	Crown-3/4 cast high noble metal	1170.00	0.00	0.00
D2781	Crown-3/4 cast most base metal	1108.00	0.00	0.00
D2782	Crown-3/4 cast noble metal	1170.00	0.00	0.00
D2783	Crown-3/4 porcelain/ceramic	1170.00	0.00	0.00
D2790	Crown-full cast high noble mtl	1290.00	0.00	0.00
D2791	Crown-full cast base metal	1108.00	0.00	0.00
D2792	Crown-full cast noble metal	1228.00	0.00	0.00
D2794	Crown-titanium	1170.00	0.00	0.00
D2799	Provisional crown	309.00	0.00	0.00
D2810	Crown-3/4 cast metallic	630.00	0.00	0.00
D2910	Recement/bnd inlay/onlay/vr/prt	116.00	0.00	0.00
D2915	Recmnt/bnd Ind/prefab post/core	116.00	0.00	0.00
D2920	Re-cement or re-bond crown	116.00	0.00	0.00
D2921	Reattach Th Fragment, incisal	103.00	0.00	0.00
D2928	Prefab Porcelain/C Crown-Perm	149.00	0.00	0.00
D2929	Prefab Porcelain/C Crown-Prim	353.00	0.00	0.00
D2930	Prefab stain steel crn-primary	414.00	0.00	0.00
D2931	Prefab stain steel crown-perm	430.00	0.00	0.00
D2932	Prefabricated resin crown	430.00	0.00	0.00
D2933	Prefab stl crown w/resin window	490.00	0.00	0.00
D2934	Prefb esth ctd stnl stl crn-prm	490.00	0.00	0.00
D2940	Protective Restoration	105.00	0.00	0.00
D2941	Interim Therapeutic Rest - Prim	46.00	0.00	0.00
D2949	Foundation for Indirect Rest	0.00	0.00	0.00
D2950	Core buildup, include any pins	255.00	0.00	0.00
D2951	Pin retention-/tooth, (+ rest)	94.00	0.00	0.00
D2952	Post/core in add to crown, fabr	385.00	0.00	0.00
D2953	Each add'l fabr post-same tooth	121.00	0.00	0.00
D2954	Prefab post/core in add to crn	320.00	0.00	0.00
D2955	Post removal (not with endo)	165.00	0.00	0.00
D2957	Each + prefab post-same tooth	126.00	0.00	0.00
D2960	Labial veneer(laminate)-chairsd	320.00	0.00	0.00
D2961	Labial veneer (resin lamin)-lab	866.00	0.00	0.00
D2962	Labial veneer (porceln lam)-lab	1102.00	0.00	0.00
D2970	Temporary crown (fractured th)	226.00	0.00	0.00
D2971	Add'l prc-new crn undr exs dent	100.00	0.00	0.00
D2980	Crown Repair, Material Failure	94.00	0.00	0.00
D3110	Pulp cap-direct, (ex rest)	68.00	0.00	0.00
D3120	Pulp cap-indirect, (ex rest)	58.00	0.00	0.00
D3220	Therapeutic pulpotomy-pulp remv	184.00	0.00	0.00
D3221	Pulpal debridemnt-prim/perm th	154.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D3222	Partial pulpototomy apexogen	121.00	0.00	0.00
D3230	Pulpal therapy-anterior,primary	185.00	0.00	0.00
D3240	Pulpal therapy-posterior, prim	185.00	0.00	0.00
D3310	Endodontic therapy - anterior	795.00	0.00	0.00
D3320	Endodontic therapy - bicuspid	940.00	0.00	0.00
D3330	Endodontic therapy - molar	1120.00	0.00	0.00
D3331	Treatmnt of root canal obstruct	168.00	0.00	0.00
D3333	Int root repair of perf defects	371.00	0.00	0.00
D3346	Retreat, prev RCT - anterior	1000.00	0.00	0.00
D3347	Retreat, prev RCT - bicuspid	1115.00	0.00	0.00
D3348	Retreat, prev RCT - molar	1375.00	0.00	0.00
D3350	Apex/Recalc per trtmt visit	89.00	0.00	0.00
D3351	Apexification/recalcif, initial	371.00	0.00	0.00
D3352	Apexification/recalcif, interim	430.00	0.00	0.00
D3353	Apexification/recalcif, final	987.00	0.00	0.00
D3354	Pulpal Regeneration	0.00	0.00	0.00
D3355	Pulpal Regeneration - 1st visit	0.00	0.00	0.00
D3356	Pulpal Rgn - interim med Replc	0.00	0.00	0.00
D3357	Pulpal Regen - completion	0.00	0.00	0.00
D3410	Apicoectomy/Periradic surg-ant	485.00	0.00	0.00
D3421	Apicoect/Perirad-bicus/1st root	551.00	0.00	0.00
D3425	Apicoect/Perirad-molar/1st root	617.00	0.00	0.00
D3426	Apicoect/Perirad (each + root)	253.00	0.00	0.00
D3427	Periradicular surg-no apicoect	0.00	0.00	0.00
D3428	Bone Graft w/Perirdc Srg 1 Site	0.00	0.00	0.00
D3429	Bn Graft w/Berirdc Srg each add	0.00	0.00	0.00
D3430	Retrograde filling-per root	253.00	0.00	0.00
D3431	Bio Mtrl to aid Reg w/Prdc Srg	0.00	0.00	0.00
D3432	Guided TissRgn PerSite w/PrdSrg	0.00	0.00	0.00
D3450	Root amputation-per root	463.00	0.00	0.00
D3460	Endodontic endosseous implant	596.00	0.00	0.00
D3470	Intentional replant, inc splint	156.00	0.00	0.00
D3471	Surg rep, root resorption-anter	112.00	0.00	0.00
D3472	Surg rep, root resorption-premo	112.00	0.00	0.00
D3473	Surg rep, root resorption-molar	112.00	0.00	0.00
D3501	Surg exposure, rt surf-anterior	112.00	0.00	0.00
D3502	Surg exposure, rt surf-premolar	112.00	0.00	0.00
D3503	Surg exposure, rt surf-molar	112.00	0.00	0.00
D3910	Surg isolation of th w/rub dam	42.00	0.00	0.00
D3920	Hemisection, no root can ther	268.00	0.00	0.00
D3960	Bleaching of discolored tooth	105.00	0.00	0.00
D3962	Whitening Per Arch	158.00	0.00	0.00
D4210	Gingivectomy-4+ per quadrant	612.00	0.00	0.00
D4211	Gingivectomy-1-3 per quadrant	677.00	0.00	0.00
D4212	Gingivectomy-Access/Restoration	239.00	0.00	0.00
D4220	Gingiv curettage,surgical /quad	189.00	0.00	0.00
D4230	Anatomical crwn exp,4+teeth/qu	491.00	0.00	0.00
D4231	Anatomical crwn exp,1-3 th/quad	237.00	0.00	0.00
D4240	Ging flap,root pln, 4+ per quad	706.00	0.00	0.00
D4241	Ging flap rt pln 1-3 per quad	706.00	0.00	0.00
D4245	Apically positioned flap	303.00	0.00	0.00
D4249	Clinic crown lengthen-hard tiss	491.00	0.00	0.00
D4260	Osseous surgery- 4+ per quad	582.00	0.00	0.00
D4261	Osseous surgery- 1-3 per quad	582.00	0.00	0.00
D4263	Bone replace graft-1st site/qu	385.00	0.00	0.00
D4264	Bone replace graft-each add/qu	165.00	0.00	0.00
D4265	Bio mat, sft&osseous tiss regen	354.00	0.00	0.00
D4266	Guided tiss regen-resorb-per	429.00	0.00	0.00
D4267	Guided tiss regen-nonresorb-per	612.00	0.00	0.00
D4270	Pedicle soft tissue graft proc	463.00	0.00	0.00
D4271	Free soft tissue graft proced	210.00	0.00	0.00
D4273	Autgen con tiss graft, 1st th	463.00	0.00	0.00

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D4274	Mesial/distal wedge procedure	265.00	0.00	0.00
D4275	NonAutgen con tis grft, 1st th	686.00	0.00	0.00
D4276	Combined graft, per tooth	294.00	0.00	0.00
D4277	Free Soft Tiss Graft, 1st Tooth	248.00	0.00	0.00
D4278	Free Soft Tiss Graft, Each Add	185.00	0.00	0.00
D4283	Autgen con tiss graft, Each Add	178.00	0.00	0.00
D4285	Non-autgen con tis grft, Ea Add	410.00	0.00	0.00
D4320	Provisional splinting-intracor	491.00	0.00	0.00
D4321	Provisional splinting-extracor	550.00	0.00	0.00
D4341	Perio scale/root pln-4+per quad	315.00	0.00	0.00
D4342	Perio scale/root pln-1-3th,quad	224.00	0.00	0.00
D4346	Scale,gingival inflam-full mth	75.00	0.00	0.00
D4355	Full mouth debridemnt,eval/diag	134.00	0.00	0.00
D4381	Local deliv antimicrb ag-th B/R	93.00	0.00	0.00
D4910	Periodontal maintenance	154.00	0.00	0.00
D4921	Gingival Irrigation - Per Quad	0.00	0.00	0.00
D5110	Complete denture - maxillary	1550.00	0.00	0.00
D5120	Complete denture - mandibular	1550.00	0.00	0.00
D5130	Immediate denture - maxillary	1765.00	0.00	0.00
D5140	Immediate denture - mandibular	1765.00	0.00	0.00
D5211	Maxillary partial - resin base	1550.00	0.00	0.00
D5212	Mandibular partial - resin base	1550.00	0.00	0.00
D5213	Maxil partl-cast metal w/resin	2116.00	0.00	0.00
D5214	Mand partl-cast metal w/resin	2116.00	0.00	0.00
D5221	Immed maxil partl dent w/resin	1522.00	0.00	0.00
D5222	Immed mand partl dent w/resin	1522.00	0.00	0.00
D5223	Imd Max part-cast metl w/resin	2116.00	0.00	0.00
D5224	Imd Mand part-cast metl w/resin	2116.00	0.00	0.00
D5225	Maxillary partial-flexible base	1780.00	0.00	0.00
D5226	Mandibul partial-flexible base	1780.00	0.00	0.00
D5281	Removable unilat part denture	1003.00	0.00	0.00
D5282	Remov unilat part denture-maxil	953.00	0.00	0.00
D5283	Remov unilat part denture-mand	953.00	0.00	0.00
D5284	Remov unil part dentr-flex-quad	446.00	0.00	0.00
D5286	Remov unil part dent-resin-quad	446.00	0.00	0.00
D5410	Adjust complete denture-maxil	88.00	0.00	0.00
D5411	Adjust complete denture-mand	88.00	0.00	0.00
D5421	Adjust partial denture-maxil	88.00	0.00	0.00
D5422	Adjust partial denture-mand	88.00	0.00	0.00
D5510	Repair complete denture base	194.00	0.00	0.00
D5511	Repair comp denture base-mand	215.00	0.00	0.00
D5512	Repair comp denture base- max	215.00	0.00	0.00
D5520	Replace teeth-comp dent (ea th)	68.00	0.00	0.00
D5610	Repair resin denture base	184.00	0.00	0.00
D5611	Repair res part dent base, mand	215.00	0.00	0.00
D5612	Repair res part dent base, max	215.00	0.00	0.00
D5620	Repair cast framework	226.00	0.00	0.00
D5621	Repair cast partial frmwk, mand	247.00	0.00	0.00
D5622	Repair cast partial frmwk, max	247.00	0.00	0.00
D5630	Rpr or rplce brkn clasp, per th	330.00	0.00	0.00
D5640	Replace broken teeth-per tooth	195.00	0.00	0.00
D5650	Add tooth to exist part denture	225.00	0.00	0.00
D5660	Add clasp, exst prt dent per th	313.00	0.00	0.00
D5670	Replace all th & acrylic-maxil	940.00	0.00	0.00
D5671	Replace all th & acrylic-mand	987.00	0.00	0.00
D5710	Rebase complete maxil denture	562.00	0.00	0.00
D5711	Rebase complete mand denture	562.00	0.00	0.00
D5720	Rebase maxil partial denture	562.00	0.00	0.00
D5721	Rebase mand partial denture	562.00	0.00	0.00
D5730	Reline complete maxil-chairside	331.00	0.00	0.00
D5731	Reline complete mand-chairside	331.00	0.00	0.00
D5740	Reline maxil partial-chairside	331.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D5741	Reline mand partial-chairside	331.00	0.00	0.00
D5750	Reline Complete Maxil (lab)	490.00	0.00	0.00
D5751	Reline complete mand (lab)	490.00	0.00	0.00
D5760	Reline maxillary partial (lab)	490.00	0.00	0.00
D5761	Reline mandibular partial (lab)	490.00	0.00	0.00
D5810	Interim comp denture (maxil)	900.00	0.00	0.00
D5811	Interim comp denture (mand)	900.00	0.00	0.00
D5820	Interim partial denture (maxil)	900.00	0.00	0.00
D5821	Interim partial denture (mand)	900.00	0.00	0.00
D5850	Tissue condition, maxillary	156.00	0.00	0.00
D5851	Tissue condition, mandibular	156.00	0.00	0.00
D5862	Precision attachment, B/R	496.00	0.00	0.00
D5863	Overdenture - Complete Max	2216.00	0.00	0.00
D5864	Overdenture - Partial Max	2216.00	0.00	0.00
D5865	Overdenture - Complete Mand	2216.00	0.00	0.00
D5866	Overdenture - Partial Mand	2216.00	0.00	0.00
D5867	Replcmt prec attachmt-part/full	460.00	0.00	0.00
D5875	Mod of remvble prosth-post surg	491.00	0.00	0.00
D5986	Fluoride gel carrier	160.00	0.00	0.00
D5992	Adj Max'facial Prosth, Report	0.00	0.00	0.00
D5993	Maint Max'facial Prosth, Report	0.00	0.00	0.00
D5995	Perio med carrier,seal,lab-max	835.00	0.00	0.00
D5996	Perio med carrier,seal,lab-mnd	835.00	0.00	0.00
D6010	Surg place implant: endosteal	2520.00	0.00	0.00
D6011	Second stage implant surgery	0.00	0.00	0.00
D6012	Plcmnt of intrm impl: endosteal	1117.00	0.00	0.00
D6013	Placement of mini implant	1480.00	0.00	0.00
D6030	Endosseous Implant	0.00	0.00	0.00
D6040	Surgic place: eposteal implant	1069.00	0.00	0.00
D6050	Surg place: transosteal implant	551.00	0.00	0.00
D6051	Interim Abutment	0.00	0.00	0.00
D6052	Semi-precision attchmt abutment	682.00	0.00	0.00
D6053	Imp/abut remov,comp edent arch	2452.00	0.00	0.00
D6054	Imp/abut remov,part edent arch	2557.00	0.00	0.00
D6055	Dent implant sup connecting bar	3155.00	0.00	0.00
D6056	Prefab abutment-incl placement	525.00	0.00	0.00
D6057	Custom abutment-incl placement	1102.00	0.00	0.00
D6058	Abutment supported porc/cer crn	1838.00	0.00	0.00
D6059	Abtmt supp porc fused to hi-nob	1213.00	0.00	0.00
D6060	Abtmt supp porc fused-base metl	1213.00	0.00	0.00
D6061	Abtmt supp porc fused-mtl crown	1213.00	0.00	0.00
D6062	Abtmt supp cast mtl crown-hinob	1794.00	0.00	0.00
D6063	Abtmt supp cast mtl crown-base	1075.00	0.00	0.00
D6064	Abtmt supp cast mtl crown-noble	1794.00	0.00	0.00
D6065	Implant supp porc/cer crown	1880.00	0.00	0.00
D6066	Implant supp porc fused mtl crn	1838.00	0.00	0.00
D6067	Implant supported metal crown	1838.00	0.00	0.00
D6068	Abtmt supp ret for porc/cer FPD	1838.00	0.00	0.00
D6069	Abut sup ret-porc fsd mtl FPDhn	1838.00	0.00	0.00
D6070	Abut sup ret-porc fsd mtl FPDbm	1838.00	0.00	0.00
D6071	Abut sup ret-porc fsd mtl FPDno	1838.00	0.00	0.00
D6072	Abut sup ret-cast mtl FPD-hinob	1838.00	0.00	0.00
D6073	Abut sup ret-cast mtl FPD-base	1838.00	0.00	0.00
D6074	Abut sup ret-cast mtl FPD-noble	1838.00	0.00	0.00
D6075	Implant supp ret-ceramic FPD	1838.00	0.00	0.00
D6076	Implnt supp ret-prc fuse mtlFPD	1838.00	0.00	0.00
D6077	Implant supp ret-cast metal FPD	1838.00	0.00	0.00
D6078	Implnt/abut supp fxd comp edent	3360.00	0.00	0.00
D6079	Implnt/abut supp fxd part edent	3360.00	0.00	0.00
D6080	Implant maintenance procedures	133.00	0.00	0.00
D6081	Scaling/debridement Of Implant	82.00	0.00	0.00
D6082	Implnt sup crn-prc -base alloys	1838.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D6083	Implnt sup crn-prc-noble alloys	1838.00	0.00	0.00
D6084	Implnt sup crn-prc-titanium	1838.00	0.00	0.00
D6086	Implant supp crown-base alloys	1838.00	0.00	0.00
D6087	Implant supp crown-noble alloys	1838.00	0.00	0.00
D6088	Implant supp crown-titanium	1838.00	0.00	0.00
D6091	Rpl attchmt imp/abt sup prosth	200.00	0.00	0.00
D6092	Recement/bnd imp/abut sup crwn	184.00	0.00	0.00
D6093	Recement/bnd impl/abut sup FPD	184.00	0.00	0.00
D6094	Abutment supp crown - titanium	1129.00	0.00	0.00
D6096	Remove broken implant screw	275.00	0.00	0.00
D6097	Abut sup crown-prc fus-titanium	1838.00	0.00	0.00
D6098	Imp sup retainer-prc fuse-base	1838.00	0.00	0.00
D6099	Imp sup retn,FPD-prc fus-noble	1838.00	0.00	0.00
D6100	Implant removal, by report	262.00	0.00	0.00
D6101	Debride Peri-Implant Defect	487.00	0.00	0.00
D6102	Debride/Oss Peri-Implant Defect	339.00	0.00	0.00
D6103	Bone Graft Rep Peri-Imp Defect	368.00	0.00	0.00
D6104	Bone Graft, Implant Placement	368.00	0.00	0.00
D6105	Rem Implant Body no Bone Remova	0.00	0.00	0.00
D6110	Imp/abt sup RD - ednt max	3710.00	0.00	0.00
D6111	Imp/abt sup RD - ednt mand	3710.00	0.00	0.00
D6112	Imp/abt sup RD - Part-ednt max	3528.00	0.00	0.00
D6113	Imp/abt sup RD - Part-ednt mand	3528.00	0.00	0.00
D6114	Imp/abt sup FD - ednt max	6500.00	0.00	0.00
D6115	Imp/abt sup FD - ednt mand	6500.00	0.00	0.00
D6116	Imp/abt sup FD - Part-ednt max	4961.00	0.00	0.00
D6117	Imp/abt sup FD - Part-ednt mand	4961.00	0.00	0.00
D6118	Imp/abu sup int FD denture-mand	1654.00	0.00	0.00
D6119	Imp/abu sup int FD denture-max	1654.00	0.00	0.00
D6120	Imp sup ret-prc fuse-titanium	1838.00	0.00	0.00
D6121	Imp sup ret,metal FPD-base	1171.00	0.00	0.00
D6122	Imp sup ret,metal FPD-noble	1213.00	0.00	0.00
D6123	Imp sup ret,metal FPD-titanium	1838.00	0.00	0.00
D6190	Radiograph/surg impl index B/R	800.00	0.00	0.00
D6191	Place semi-precision abutment	354.00	0.00	0.00
D6192	Place semi-precision attachment	354.00	0.00	0.00
D6194	Abut sup ret-crwn for FPD-titan	1838.00	0.00	0.00
D6195	Abut sup ret-prc fus-titanium	1575.00	0.00	0.00
D6205	Pontic-indirect res based comp	934.00	0.00	0.00
D6210	Pontic-cast high noble metal	1213.00	0.00	0.00
D6211	Pontic-cast predominantly base	1166.00	0.00	0.00
D6212	Pontic-cast noble metal	1171.00	0.00	0.00
D6214	Pontic-titanium	1223.00	0.00	0.00
D6240	Pontic-porcelain fused to hnob	1213.00	0.00	0.00
D6241	Pontic-porcelain fused to base	1166.00	0.00	0.00
D6242	Pontic-porcelain fused to nobl	1166.00	0.00	0.00
D6243	Pontic-porcelain fused-titanium	1838.00	0.00	0.00
D6245	Pontic-porcelain/ceramic	1275.00	0.00	0.00
D6250	Pontic-resin w/ high noble met	1055.00	0.00	0.00
D6251	Pontic-resin w/ predomnt base	1055.00	0.00	0.00
D6252	Pontic-resin with noble metal	1055.00	0.00	0.00
D6253	Provisional pontic	496.00	0.00	0.00
D6254	Interim Pontic	1069.00	0.00	0.00
D6520	Inlay-metallic-two surfaces	472.00	0.00	0.00
D6530	Inlay-metallic-three+ surfaces	472.00	0.00	0.00
D6540	Onlay-metallic per tooth +inlay	525.00	0.00	0.00
D6545	Retainer-cast for resin bonded	1069.00	0.00	0.00
D6548	Ret-porc/cer-resin bnd fxd pros	1069.00	0.00	0.00
D6549	Ret-res - Res bnd fxd pros	307.00	0.00	0.00
D6600	Inlay-porcelain/ceramic, 2 surf	1069.00	0.00	0.00
D6601	Inlay-porcelain/ceramic, 3+surf	1069.00	0.00	0.00
D6602	Inlay-cast high noble met,2surf	1069.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D6603	Inlay-cast high nob met, 3+surf	1069.00	0.00	0.00
D6604	Inlay-cast predomnt base, 2surf	804.00	0.00	0.00
D6605	Inlay-cast predomnt base,3+surf	859.00	0.00	0.00
D6606	Inlay-cast noble metal, 2 surf	859.00	0.00	0.00
D6607	Inlay-cast noble metal, 3+ surf	859.00	0.00	0.00
D6608	Onlay-porcelain/ceramic, 2 surf	1166.00	0.00	0.00
D6609	Onlay-porcelain/ceramic, 3+surf	1166.00	0.00	0.00
D6610	Onlay-cast high noble met,2surf	1069.00	0.00	0.00
D6611	Onlay-cast high nob met, 3+surf	1069.00	0.00	0.00
D6612	Onlay-cast predomnt base, 2surf	985.00	0.00	0.00
D6613	Onlay-cast predomnt base,3+surf	921.00	0.00	0.00
D6614	Onlay-cast noble metal, 2 surf	985.00	0.00	0.00
D6615	Onlay-cast noble metal, 3+ surf	1067.00	0.00	0.00
D6624	Inlay-titanium	985.00	0.00	0.00
D6634	Onlay-titanium	988.00	0.00	0.00
D6710	Crown-indirect resin composite	894.00	0.00	0.00
D6720	Crown-resin w/high noble metal	945.00	0.00	0.00
D6721	Crown-resin w/predom base metal	976.00	0.00	0.00
D6722	Crown-resin with noble metal	931.00	0.00	0.00
D6740	Crown-porcelain/ceramic	1275.00	0.00	0.00
D6750	Crown-porcelain fused-hi noble	1213.00	0.00	0.00
D6751	Crown-porcelain fused-base mtl	1069.00	0.00	0.00
D6752	Crown-porcelain fused-noble mtl	1281.00	0.00	0.00
D6753	Crown-porcelain fused-titanium	757.00	0.00	0.00
D6780	Crown-3/4 cast high noble metal	1097.00	0.00	0.00
D6781	Crown-3/4 cast most base metal	1055.00	0.00	0.00
D6782	Crown-3/4 cast noble metal	1281.00	0.00	0.00
D6783	Crown-3/4 porcelain/ceramic	1281.00	0.00	0.00
D6784	Crown-3/4 titanium & tnm alloys	772.00	0.00	0.00
D6790	Retainer crn-full cast hi nob	1213.00	0.00	0.00
D6791	Retainer crn-full cast base	1069.00	0.00	0.00
D6792	Retainer crn-full cast nob met	1281.00	0.00	0.00
D6793	Provisional retainer crown	198.00	0.00	0.00
D6794	Retainer crown-titanium	1228.00	0.00	0.00
D6795	Interim Retainer Crown	0.00	0.00	0.00
D6920	Connector bar	3155.00	0.00	0.00
D6930	Recement/bnd fxd part denture	160.00	0.00	0.00
D6940	Stress breaker	181.00	0.00	0.00
D6950	Precision attachment	284.00	0.00	0.00
D6970	Cast post/core, + brdg retainer	310.00	0.00	0.00
D6971	Cast post/part of brdg retainer	240.00	0.00	0.00
D6972	Prefab post/core+ brdg retainer	315.00	0.00	0.00
D6973	Core buildup for retain,inc pin	210.00	0.00	0.00
D6975	Coping-metal	436.00	0.00	0.00
D7111	Extraction crnl remnts-decid th	88.00	0.00	0.00
D7120	Extraction-each additional	89.00	0.00	0.00
D7130	Root removal-exposed root	116.00	0.00	0.00
D7140	Extract,erupted th/exposed rt	200.00	0.00	0.00
D7210	Extract, erupted th, Surgical	340.00	0.00	0.00
D7220	Extraction-impacted/soft tis	375.00	0.00	0.00
D7230	Extraction-impacted/part bony	485.00	0.00	0.00
D7240	Extraction-impacted/compl bony	590.00	0.00	0.00
D7241	Remov impact-comp bony w/ comp	724.00	0.00	0.00
D7250	Removal residual tooth roots	429.00	0.00	0.00
D7251	Coronectomy-part tooth removal	466.00	0.00	0.00
D7252	Part extrct immed imp plmnt	0.00	0.00	0.00
D7260	Oroantral fistula closure	370.00	0.00	0.00
D7261	Prim closure sinus perforation	426.00	0.00	0.00
D7270	Reimplantation/stabilization	672.00	0.00	0.00
D7272	Tooth transplantation	672.00	0.00	0.00
D7280	Exposure of an unerupted tooth	370.00	0.00	0.00
D7281	Expos impact/unerupt-aid erupt	210.00	0.00	0.00

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CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D7282	Mobiliz erupt/malpos th-erupt	370.00	0.00	0.00
D7283	Device for impacted tooth	370.00	0.00	0.00
D7285	Incisional biop oral tiss-hard	306.00	0.00	0.00
D7286	Incisional biop oral tiss-soft	306.00	0.00	0.00
D7288	Brush biopsy-transepith sample	71.00	0.00	0.00
D7290	Surgical reposition of teeth	127.00	0.00	0.00
D7291	T/SC Fiberotomy, B/R	116.00	0.00	0.00
D7292	Plcmt: temp anch scrw plt + Rmv	647.00	0.00	0.00
D7294	Plcmt: temp anch w/o flap + Rmv	1118.00	0.00	0.00
D7296	Corticotomy - 1-3 th, per quad	303.00	0.00	0.00
D7297	Corticotomy - 4+ teeth per quad	303.00	0.00	0.00
D7310	Alveoloplasty w/ext 4+, quad	428.00	0.00	0.00
D7311	Alveoloplasty w/ext 1-3 th/quad	370.00	0.00	0.00
D7320	Alveoloplasty w/o ext 4+, quad	428.00	0.00	0.00
D7321	Alveoloplsty w/o ex 1-3 th/quad	370.00	0.00	0.00
D7340	Vestibuloplasty-ridge ext -2nd	399.00	0.00	0.00
D7350	Vestiplasty-ridge ext (inc)	613.00	0.00	0.00
D7410	Excision benign lesion<=1.25cm	318.00	0.00	0.00
D7411	Excision benign lesion>1.25 cm	491.00	0.00	0.00
D7430	Ex benign tumor-diam <= 1.25cm	131.00	0.00	0.00
D7431	Ex benign tumor-diam > 1.25 cm	315.00	0.00	0.00
D7450	Rem benign odont-diam<=1.25cm	370.00	0.00	0.00
D7451	Rem benign odont-diam>1.25 cm	463.00	0.00	0.00
D7460	Rem benign nonodont-di<=1.25cm	370.00	0.00	0.00
D7461	Rem benign nonodont-diam>1.25cm	353.00	0.00	0.00
D7470	Rem exostosis-maxilla/mandible	262.00	0.00	0.00
D7471	Rem lat exostosis-maxil/mand	614.00	0.00	0.00
D7472	Removal of torus palatinus	859.00	0.00	0.00
D7473	Removal of torus mandibularis	614.00	0.00	0.00
D7485	Reduction of osseous tuberosity	672.00	0.00	0.00
D7510	Incis/drain abscess-intra soft	248.00	0.00	0.00
D7511	Incis/drain abscs-int soft comp	428.00	0.00	0.00
D7520	Incis/drain abscess-extra soft	307.00	0.00	0.00
D7530	Remove foreign body from tissue	307.00	0.00	0.00
D7540	Remove foreign body from bone	238.00	0.00	0.00
D7550	Partial ostect/sequestrectomy	248.00	0.00	0.00
D7560	Maxill sinusotomy-rem foreign	307.00	0.00	0.00
D7610	Maxilla-open red (teeth immob)	613.00	0.00	0.00
D7620	Maxilla-closed red(teeth immob)	412.00	0.00	0.00
D7630	Mandible-open red (teeth immob)	766.00	0.00	0.00
D7640	Mandible-closed red (th immob)	411.00	0.00	0.00
D7670	Alveolus-closed reduction	613.00	0.00	0.00
D7710	Maxilla-open reduction	766.00	0.00	0.00
D7720	Maxilla-closed reduction	491.00	0.00	0.00
D7730	Mandible-open reduction	766.00	0.00	0.00
D7740	Mandible-closed reduction	491.00	0.00	0.00
D7820	Closed reduction of dislocate	62.00	0.00	0.00
D7830	Manipulation under anesthesia	100.00	0.00	0.00
D7880	Occlusal orthotic device, B/R	921.00	0.00	0.00
D7911	Complicated suture-up to 5 cm	262.00	0.00	0.00
D7912	Complicated suture-over 5 cm	368.00	0.00	0.00
D7921	Coll/App Autologous Blood Conc	105.00	0.00	0.00
D7922	Placement of dressing, per site	100.00	0.00	0.00
D7950	Graft of mandible/maxilla B/R	1729.00	0.00	0.00
D7951	Sinus Augmentation w/Bone	2756.00	0.00	0.00
D7952	Sinus Augment,Vertical Approach	1102.00	0.00	0.00
D7953	Bone repl grft ridge prsv/site	420.00	0.00	0.00
D7955	Rep maxillofacial sft/hrd tis	386.00	0.00	0.00
D7960	Frenulectomy-separate procedur	353.00	0.00	0.00
D7961	Frenectomy - buccal/labial	353.00	0.00	0.00
D7962	Frenectomy - lingual	353.00	0.00	0.00
D7963	Frenuloplasty	370.00	0.00	0.00

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D7970	Excision, hyperplast tiss-arch	524.00	0.00	0.00
D7971	Excision-pericoronal ging /arch	203.00	0.00	0.00
D7972	Surg reduc, fibrous tuberosity	147.00	0.00	0.00
D7979	Non-surgical sialolithotomy	140.00	0.00	0.00
D7980	Sialolithotomy	185.00	0.00	0.00
D7982	Sialodochoplasty	89.00	0.00	0.00
D7983	Closure of salivary fistula	131.00	0.00	0.00
D8010	Limited ortho trt, primary dent	492.00	0.00	0.00
D8020	Limited ortho trt, transitional	492.00	0.00	0.00
D8030	Limited ortho treat, adolescent	3150.00	0.00	0.00
D8040	Limited ortho treat, adult dent	2000.00	0.00	0.00
D8050	Intercep orth trt, primary dent	492.00	0.00	0.00
D8060	Intercep orth trt, transitional	492.00	0.00	0.00
D8070	Comprehensive orth,transitional	3617.00	0.00	0.00
D8080	Comprehensive ortho, adolescent	5000.00	0.00	0.00
D8090	Comprehensive ortho, adult dent	5000.00	0.00	0.00
D8210	Removable appliance therapy	430.00	0.00	0.00
D8220	Fixed appliance therapy	430.00	0.00	0.00
D8306	Limited Trtmt. (1 arch or-)6mo.	210.00	0.00	0.00
D8312	Limit. Trtmt (1ArchOr-) 12 mo.	189.00	0.00	0.00
D8660	Pre-orthodontic treatment exam	75.00	0.00	0.00
D8671	Period orth trt assoc ortho srg	0.00	0.00	0.00
D8680	Orthodontic retention	200.00	0.00	0.00
D8681	Remov ortho retainer adjustment	100.00	0.00	0.00
D8691	Repair of orthodontic appliance	150.00	0.00	0.00
D8692	Retainer replacemnt-lost/broken	200.00	0.00	0.00
D8693	Recement/bond of fixed retainer	79.00	0.00	0.00
D8698	Recment/bond fxd retainer-maxil	116.00	0.00	0.00
D8699	Recment/bond fxd retainer-mand	116.00	0.00	0.00
D8703	Replace retainer-maxillary	270.00	0.00	0.00
D8704	Replace retainer-mandibular	270.00	0.00	0.00
D9110	Emerg treatment, palliative	168.00	0.00	0.00
D9120	Fixed partl denture sectioning	150.00	0.00	0.00
D9130	TMJ:non-invasive phys therapies	1.00	0.00	0.00
D9219	Eval for deep sedat/gen anesth	0.00	0.00	0.00
D9220	Deep sedat/gen anesth-1st 30m	140.00	0.00	0.00
D9222	Deep sedat/gen anesth- 1st15min	0.00	0.00	0.00
D9223	Deep sedat/gen anesth-ea15m	0.00	0.00	0.00
D9230	Analgesia-inhal of nitrous oxid	50.00	0.00	0.00
D9248	Non IV conscious sedation	150.00	0.00	0.00
D9310	Consultation (2nd opinion)	0.00	0.00	0.00
D9410	Professional house call	168.00	0.00	0.00
D9430	Office visit for observation	63.00	0.00	0.00
D9440	Office visit-after regular hrs	195.00	0.00	0.00
D9450	Case present,detailed/extens tx	0.00	0.00	0.00
D9610	Therap parenteral drug, 1 dose	158.00	0.00	0.00
D9630	Drugs/medicaments for home use	25.00	0.00	0.00
D9910	Application of desensitize med	44.00	0.00	0.00
D9911	Apply desensitiz' resin, per th	62.00	0.00	0.00
D9930	Treat complications-postsurgic	64.00	0.00	0.00
D9931	Clean/insp of rmvbl appliance	0.00	0.00	0.00
D9932	Clean/insp of maxl comp denture	0.00	0.00	0.00
D9933	Clean/insp of mand comp denture	0.00	0.00	0.00
D9934	Clean/insp of maxl part denture	0.00	0.00	0.00
D9935	Clean/insp of mand part denture	0.00	0.00	0.00
D9940	Occlusal guard, by report	388.00	0.00	0.00
D9941	Fabricate athletic mouthguards	163.00	0.00	0.00
D9942	Repair/Reline of occlusal guard	158.00	0.00	0.00
D9944	Occlusal guard- hard, full arch	430.00	0.00	0.00
D9945	Occlusal guard- soft, full arch	175.00	0.00	0.00
D9946	Occlusal guard- hard, part arch	289.00	0.00	0.00
D9951	Occlusal adjustment-limited	158.00	0.00	0.00

*Using Office Fee Schedule

FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/19/2026 **Page:** 11

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
D9952	Occlusal adjustment-complete	368.00	0.00	0.00
D9953	Reline custom sleep apnea appl	0.00	0.00	0.00
D9970	Enamel microabrasion	368.00	0.00	0.00
D9971	Odontoplasty 1-2 teeth-rmv enam	80.00	0.00	0.00
D9972	External Bleaching-Office-Arch	158.00	0.00	0.00
D9973	External bleaching-per tooth	168.00	0.00	0.00
D9974	Internal bleaching-per tooth	116.00	0.00	0.00
D9975	External Bleaching-Home-Arch	168.00	0.00	0.00
D9980	Sterilization Surcharge	0.00	0.00	0.00
D9986	Missed appointment	25.00	0.00	0.00
D9987	Cancelled Appointment	26.00	0.00	0.00
D9999	Unspecified adjunct. proced,B/R	11.00	0.00	0.00
F	Fixodent	37.00	0.00	0.00
H/C	Healing Collar	0.00	0.00	0.00
I	Medical Ins Billed	0.00	0.00	0.00
Laser	Laser	0.00	0.00	0.00
P	PreviDent 5000	13.00	0.00	0.00
15000	Drifting - Mesial	0.00	0.00	0.00
15001	Drifting - Distal	0.00	0.00	0.00
15002	Impacted - Distal	0.00	0.00	0.00
15003	Impacted - Mesial	0.00	0.00	0.00
15004	Bleeding	0.00	0.00	0.00
15005	Abrasion	0.00	0.00	0.00
15006	Periodontal abscess	0.00	0.00	0.00
15007	Calculus	0.00	0.00	0.00
15008	Plaque	0.00	0.00	0.00
15009	Watch Tooth	0.00	0.00	0.00
15011	Hypersensitivity	0.00	0.00	0.00
15012	Recession	0.00	0.00	0.00
15100	Missing tooth, more than a year	0.00	0.00	0.00
15101	Missing tooth	0.00	0.00	0.00
15102	Prem. loss, pri tooth, > a year	0.00	0.00	0.00
15103	Prem. loss, primary tooth	0.00	0.00	0.00
15104	Deep dentinal/cemental caries	0.00	0.00	0.00
15105	Caries Check	0.00	0.00	0.00
15106	Incipient Caries	0.00	0.00	0.00
15107	Recurring caries/surface restor	0.00	0.00	0.00
15108	Restoration,poor marg.integrity	0.00	0.00	0.00
15109	Fractured restoration	0.00	0.00	0.00
15110	Fractured th, needs restoration	0.00	0.00	0.00
15111	Non-functional tooth	0.00	0.00	0.00
15112	Open contact - Mesial	0.00	0.00	0.00
15113	Open contact - Distal	0.00	0.00	0.00
15114	Unerupted tooth	0.00	0.00	0.00
15115	Periapical abcess	0.00	0.00	0.00
15116	Implant	0.00	0.00	0.00
20999	Orthopedic splint (orthotic)	0.00	0.00	0.00
209999	Mandibular kinesiograph record	0.00	0.00	0.00
21212	Whitening Gel	25.00	0.00	0.00
21213	Opalescence Go Whitening	85.00	0.00	0.00
22222	Opalescence Tooth Paste	8.00	0.00	0.00
22223	Gloves/Masks	16.00	0.00	0.00
22224	Peridex-mouth rinse	16.00	0.00	0.00
22225	Oral-B Hummingbird	6.00	0.00	0.00
22226	Hummingbird Flossers	4.00	0.00	0.00
22227	Hummingbird Picks	4.00	0.00	0.00
64550	Transcutan. electric. stimulat.	0.00	0.00	0.00
80001	AED-Spare Denture	100.00	0.00	0.00
90620	Exam and consultation	0.00	0.00	0.00
95831	Muscle testing	0.00	0.00	0.00
95868	Electromyography	105.00	0.00	0.00
97700	Adjust orthotic/splint	0.00	0.00	0.00

*Using Office Fee Schedule

FEE SCHEDULE

Ronald L. Clark, D.D.S.

Date: 05/19/2026 **Page:** 12

CODE	DESCRIPTION	FEE 1	LAB EXPENSE	MATERIAL
99990	Failed Appointment Fee	26.00	0.00	0.00
99999	Don't Use	0.00	0.00	0.00

Tehama County

Agenda Request Form

File #: 26-1041 **Agenda Date:** 6/16/2026 **Agenda #:** 28.

PROBATION

Requested Action(s)
a) TRANSFER OF FUNDS: PROBATION, B-72 - from CalAIM (2036-4505724), to Contingency (2002-59000), $20,717.16; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), $20,717.16 **(Requires a 4/5's vote**)

Financial Impact:
There is no financial impact on the General Fund. Probation will utilize CalAIM PATH 3 funds to issue payment to Health Management Associates, Inc. (HMA).

Background Information:
The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JII) supports incarcerated youth in preparing for successful reentry into their communities. To facilitate this effort, the Tehama County Probation Department has partnered with HMA, a state-approved contractor under the CalAIM initiative, to develop an implementation plan ensuring access to health care services for incarcerated youth. This plan has been submitted and approved by the State of California.

HMA has provided valuable consultation on multiple aspects of the initiative, including the development of Requests for Proposals (RFP) for Pharmacy Services and an Electronic Health Records (HER) system. Additionally, they have assisted in drafting job classifications for two new positions, essential to advancing the CalAIM initiative. Their expertise and support are helping the Juvenile Detention Facility move closer to meeting the State's CalAIM requirements.

CalAIM PATH 3 funds will pay invoices issued by HMA for services rendered to the Tehama County Probation Department.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-72

DEPARTMENT NAME PROBATION

Date: May 18, 2026

I am requesting an increase or decrease to my budget appropriations as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source Fund 581- Cal-AIM PATH 3

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2036	4505724	Fund 581-CalAIM PATH 3	$ 20,717.16	2002	59000	Contingency	$ 20,717.16
2002	59000	Contingency	$ 20,717.16	2036	53230	Professional Services	$ 20,717.16
		Total Journal	**$ 41,434.32**			Total Journal	**$ 41,434.32**

INCREASE / (DECREASE) APPROVED

James Mack 5-18-26

SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 05/19/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117

Jan-19

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Probation Department
Att. Finance
yruiz@tcprobation.org
omorales@tcprobation.org; jwooll@tcprobation.org
Red Bluff, CA 96080

May 18, 2026
Invoice Number: 211996 - 0000031
Due Date: June 17, 2026

Current Invoice Total $20,717.16

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from April 01, 2026 to April 30, 2026

Task: Probation

Professional and Consulting Services Rendered:

		Hours	Rate	Fees	
[redacted]		4.25	400.00	1,700.00	
[redacted]		10.00	260.00	2,600.00	
[redacted]		16.50	440.00	7,260.00	
[redacted]		12.75	420.00	5,355.00	
[redacted]		14.25	185.00	2,636.25	
	Total Hours / Fees	57.75		19,551.25	
	Subtotal Fees				**19,551.25**

Task: Probation - Travel

Expenses for:

[redacted]

4/3/2026	[redacted]	[redacted] - SFO/SMF (split)	566.30	
4/7/2026	[redacted]	[redacted] - SFO (split)	193.00	
4/15/2026	[redacted]	[redacted] - SFO/MFR (split)	188.90	
4/16/2026	[redacted]	[redacted] - SFO	217.71	
	Subtotal Expenses		**1,165.91**	**1,165.91**

Current Invoice Total $20,717.16

2501 WOODLAKE CIRCLE, SUITE 100, OKEMOS, MI 48864
TELEPHONE: (517) 482-9236 FAX: (517) 482-0920
EMAIL: ACCOUNTING@HEALTHMANAGEMENT.COM · FEDERAL ID # 38-2599727
WWW.HEALTHMANAGEMENT.COM

Tehama County

Agenda Request Form

File #: 26-0968 **Agenda Date:** 6/16/2026 **Agenda #:** 29.

DISTRICT ATTORNEY

Requested Action(s)
a) Request approval and authorization for the District Attorney to apply for the 2025 Human Trafficking Advocacy Grant through the California Office of Emergency Services for funding in the amount of $147,000

b) AGREEMENT- Request approval and authorization for the District Attorney to sign the Grant Award Agreement for the Human Trafficking Advocacy Grant and all related documents with the California Office of Emergency Services in the amount of $147,000 (Misc. Agreement 2025-306)

Financial Impact:
This grant is 100% funded by CalOES, there is no fiscal impact to the County.

Background Information:
This is our second year with the Human Trafficking Advocacy Grant. Through this grant we provide victim services to human trafficking victims and those most likely to be human trafficking victims. We also provide community outreach and education. Additionally, we are involved in multiple MDT's with other community partners regarding Human Trafficking.

This item was brought before the Board for approval on 10/21/25. The entity name for the grant listed on the original item was the California Emergency Management Agency. Attached are findings requesting approval to update the Proof of Authority to reference the California Office of Emergency Services. All other terms and conditions remain unchanged.

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TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY	
Rec'd By:	

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
District Attorney	Jeffery Eldred	527-4296	2011

TITLE OF GRANT **Tehama County Victim/Witness Center**

GRANTOR AGENCY **State of California-Emergency Management Agency**

GRANT OBJECTIVES **To assist victims, or those likely to be victims, of Human Trafficking.**

GRAND I.D. NO. **HA25 02 9101**

GRANT PERIOD From: **01/01/26** To: **12/31/26**

DATE APPLICATION APPROVED BY BOARD:

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT:

Federal Catalog # (if applicable):

Applicable Code and/or Legislative Reference:

IS GRANT RENEWABLE? (Check all applicable)	Yes	No	Annually	Indefinite	Specific No. of Years
	X		X		

GRANT FUNDING	Fiscal Year: 2021/2022	Fiscal Year:
FEDERAL	$82,761	
STATE	$64,239	
OTHER	$0	
1. TOTAL GRANT FUNDS	**$147,000**	
COUNTY FUNDING		
HARD MATCH (dollars)	$0	
SOFT MATCH (In-kind)	$0	
2. TOTAL COUNTY MATCH	**$0**	
USE OF FUNDS		
PERSONNEL (attach detail)	$0	
SERVICES/SUPPLIES	$0	
EQUIPMENT	$0	
OTHER CHARGES	$0	
TOTAL FUNDS (must also = 1+2 above)	**$0**	

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE:

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? Yes No

METHOD OF PAYMENT OF GRANT FUNDS: Reimburse **X** Advance

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: **Every quarter**

EXPENDITURE DEADLINE: **12/31/2026**

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? Yes No **X**

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) Yes **X** No

A 0.9 Victim/Witness Coordinator position, 1.0 Victim/Witness Advocate position and a .50 Victim Advocate po would be lost if this grant application is not approved.

Matthew D. A

DEPARTMENT HEAD SIGNATURE

10/2/25

DATE

Form A-135 (Rev 8-21-07)

Application Information Form

Program:
Human Trafficking Advocate - HA25

Grant Subaward Performance Period:
01/01/2026 to *12/31/2026*

Subrecipient:
County of Tehama - District Attorney's Office

Subrecipient UEI:
USB8GQ5S3A35

Subrecipient Federal Employer ID:
96-6000543

Implementing Agency:
Tehama County

Payment Address

Primary Location of Project/Services

Address
444 Oak St Room M

Address 2

City:
Red Bluff

County:
Tehama County

Zip Code:
96080-0000

Contact Information Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- When done, click the **SAVE** button.

Form Specific Instructions:

- Individuals identified below will be the official points of contact for the Grant Subaward. For descriptions of these positions see Subrecipient Handbook Section 3.005 or other applicable Program Supplemental guidance.
- The Grant Subaward Director and Financial Officer cannot be the same individual.
- Each individual must have a unique email address.
- Organization Authorized Agents must be denoted as being a Grant Subaward Authorized Agent in order to submit the application.

Grant Subaward Contacts

Grant Subaward Director

* **Person:**	*Matthew Rogers*				
* **First Name:**	*Matthew*	* **Last Name:**	*Rogers*		
* **Title:**	*District Attorney*				
* **Phone:**	*(530) 527-3053*	* **Email:**	*mrogers@tehama.gov*		
* **Address:**	*PO Box 519*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Grant Subaward Financial Officer

* **Person:**	*Krista Peterson*				
* **First Name:**	*Krista*	* **Last Name:**	*Peterson*		
* **Title:**	*Tehama County Auditor-Controller*				
* **Phone:**	*(530) 527-3474*	* **Email:**	*kpeterson@tehama.gov*		
* **Address:**	*444 Oak Street, Room "J"*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Grant Subaward Programmatic Point of Contact:

* **Person:**	*Jeff Eldred*				
* **First Name:**	*Jeff*	* **Last Name:**	*Eldred*		
* **Title:**	*Victim Services Coordinator*				
* **Phone:**	*(530) 527-4296*	* **Email:**	*jeldred@tehama.gov*		
* **Address:**	*PO BOX 519*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Grant Subaward Financial Point of Contact:

* **Person:**	*Theresia Sweeney*				
* **First Name:**	*Theresia*	* **Last Name:**	*Sweeney*		
* **Title:**	*Office Manager*				
* **Phone:**	*(530) 527-3053*	* **Email:**	*tsweeney@tehama.gov*		
* **Address:**	*PO BOX 519*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Chair of the Governing Body

* **Person:**	*Other*				
* **First Name:**	*Matthew*	* **Last Name:**	*Hanson*		
* **Title:**	*Chairman of Board of Supervisors*				
* **Phone:**	*(530) 527-4655*	* **Email:**	*mhanson@tehama.gov*		
* **Address:**	*727 Oak ST*				
* **City:**	*Red Bluff*	* **State:**	*CA*	* **Zip Code:**	*96080*

Grant Subaward Authorized Agent

[X] Matthew Rogers

Grant Subaward Assurances Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- When done, click the **SAVE** button.

Form Specific Instructions:

- Read all Grant Subaward Assurance and indicate compliance by checking acknowledgement box.

Applicable Grant Subaward Assurances

This document is a binding affirmation that the Subrecipient will comply with the assurances required by the federal program/fund source.

Assurance	Acknowledgement
Federal Fund Grant Subaward Assurances - 2025 VOCA.pdf	[X]*
Program Standard Assurance Addendum	[X]*
Standard Certification of Compliance	[X]*

Subrecipients expending $1,000,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits. *

[ ]Subrecipient expends $1,000,000 or more in federal funds annually.
[X]Subrecipient does not expend $1,000,000 or more in federal funds annually.

Federal Funding Accounting and Transparency Act (FFATA)

In the preceding year, did the Subrecipient receive:

Has the Subrecipient received $25,000,000 or more in federal funds in the preceding fiscal years? * [ ]Yes [X]No

Programmatic Narrative Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- When done, click the **SAVE** button.

Narrative Questions/Responses

Question 1 *

Describe the the anti-human trafficking working group your organization participates in and the Victim Witness Advocate's role in the working group.

We are part of the Saint Elizabeth's Hospital to be part of the Dignity Health Human Trafficking Council and The Tehama County Human Trafficking Violence Strategy Team. We are also an integral part of our county's CSEC Team that meets 10 times a year. At both of these team meetings we strategize with partnering agencies to develop best practices to provide services to victims. We discuss active cases, new victims, and community outreach.

Question 2 *

Describe the training and direct experience of the Victim Witness Coordinator who supervises the Victim Witness Advocate

The Victim Services Coordinator has been employed by the Tehama County Victim Services Program for 22 years. He has completed both Basic and Advanced Advocacy Training and completed many in-person and on-line trainings over the 22 year span. Many of these trainings included sessions regarding Human Trafficking and Sexual Assault. The HA Advocate has been employed for 3 years. She has received her Basic Advocacy Training and will attend the Advanced Advocacy Training in November. She has attended Domestic Violence, Sexual Assault, and Prosecuting Child Sexual and Physical Assault training. Additionally, She attending the International Family Justice Center Conference. At these trainings there were multiple sessions regarding Human Trafficking. Both the coordinator and the advocate have dealt with human trafficking cases and are part of MDTs that work with human trafficking victims.

Question 3 *

Describe how victims/survivors of human trafficking are identified and how their individual needs are assessed.

Victims/Survivors of human trafficking are identified through crime reports submitted to the District Attorney's office, through referrals from other agencies who have contact with human trafficking victims, and through our collaborative meetings and MDTs with other organizations. We make contact with the victims to notify them of the criminal process and to inquire of their current situations and needs. We collaborate with partnering agencies to asses what needs the victims may have and which organizations are best to fill those needs.

Question 4 *

Describe how your organization collaborates with local, state, and federal law enforcement, local public agencies, victim service providers, and non-profit organizations to enhance or expand service delivery to victims/survivors of human trafficking.

We regularly collaborate with local law enforcement to obtain crime reports, victim contact information, and investigation status. We regularly meet with other agencies, victim service providers, and non-profits to share services and discuss best practices to meet the needs of victims. When collaboration is needed with State and Federal Law Enforcement, we duplicate the same process as with local law enforcement.

Question 5 *

Describe how crisis intervention is provided to victims/survivors of human trafficking.

Our advocate and coordinator will provide excellent services to all human trafficking crime victims/survivors. All potential human trafficking crime reports we receive from various law enforcement agencies will be reviewed and assigned to the advocate or coordinator for immediate crisis intervention. The advocate or coordinator will contact the victim telephonically using the victims contact information in the crime report. If there is not a valid phone number in the crime report, the advocate and coordinator (with the assistance of a District Attorney Investigator if needed) will use our county vehicle to make a home visit to the victim's residence. If all contact information is invalid or non-existent, the advocate or coordinator will reach out to the investigating officer to obtain correct contact information. The advocate or coordinator will assess the victim's needs and provide the necessary emergency assistance, referrals, and safety planning. The advocate or coordinator will be in contact with the victim/survivor on a regular bases throughout the criminal court process and beyond. When we receive a referral from another agency, the advocate or coordinator will make immediate contact whether telephonic or in person and provide the same crisis intervention services as if the case was referred through a law enforcement agency.
Our advocate and coordinator will refer victim/survivors to different agencies that are equipped to meet their needs and provide additional assistance and resources. Collaborating with our CSEC team and other community partners we will establish a comprehensive list of different organizations and services they provide to human trafficking victims.

Question 6 *

Describe how emergency assistance is provided to to victims/survivors of human trafficking.
We offer emergency services. Our advocate or coordinator will ask important questions to the victim/survivor to determine any emergency need that they may have. Once those needs are determined they will be referred to the appropriate agency that can meet that need immediately. We have also set aside a substantial amount of funding for our office to meet immediate emergency needs including, but not limited to, temporary emergency housing, clothing, food, transportation cost, cell phones, and utilities

Question 7 *

Describe the resource and referral assistance provided to victims/survivors of human trafficking.
We have established a comprehensive list of different organizations and services they provide to human trafficking victims. Referrals will be made from this list and we will add service providers as more become available. We will also provide a written list of area mental health providers and assist with making initial appointments.

Question 8 *

Describe how counseling/therapy is provided to victims/survivors of human trafficking.
Our advocate and coordinator will receive training to give basic, crisis counsel and safety planning. When appropriate and within the skill set of our training, we will offer counselling and advice to every victim/survivor that we contact. If the counselling/therapy requires more than we are capable and trained to provide, we will give each victim with a list of area mental health care providers to seek more in depth counselling. We will gladly offer assistance in setting up any mental health treatment appointments and acting as an introducing agency to the provider.

Question 9 *

Describe how victims/survivors of human trafficking are assisted with property return.
When property has been taken into evidence, we will provide assistance in its return to the victim/survivor. We will fill out a "Property Return Request Form" and submit it to the Assistant District Attorney for approval for release. The District Attorney's office will then forward a letter to the agency that is holding the property allowing the property's release. We will assist the victim with contacting the right agency and setting up an appointment to retrieve their items.

Question 10 *

Describe how victims/survivors of human trafficking are provided with information about the criminal justice system. Include details about information provided to victims/survivors with limited English proficiency.
f the case is charged criminally, our advocate or coordinator will stay in continuous contact with the victim/survivor to provide updates after each court appearance. This update will also include an explanation of the criminal justice system and an explanation as to what comes next in the process.

Question 11 *

Describe how victims/survivors of human trafficking are provided with physical accompaniment during their court appearances.
If the victim/survivor wishes to attend any court appearance, the assigned advocate or coordinator will arrange to meet them either at our office or in front of the courthouse top attend criminal court with the victim/survivor. If the victim wishes to attend and are a residence in the local area but have no transportation, our advocate will use our county vehicle to provide transportation to and from the courthouse. If the victim is from out of the area then we will supply them with a gas card to offset their cost of travelling to court.

Question 12 *

Describe outreach efforts to make criminal justice agencies aware of the services and resources available through the Center and the Program.

We have regular meetings and presentations to our local law enforcement agencies to inform them of services we provide to Human Trafficking victims. We also have regular, personal contact with individual law enforcement officers and inform them of case specific services that we can provide to victims of human trafficking.

Question 13 *

Describe outreach efforts to increase community awareness of the services available through the Center and the Program.
A key component to the success of this grant will be community outreach and awareness. Our advocate and coordinator will work together to present awareness and services at many events throughout the grant year. One of our operational agreements is with Latino Outreach of Tehama County. Through our agreement with this wonderful organization that has continual contact with an at-risk population, they will refer victims/survivors to our office. We will attend and provide outreach at two of their largest events each year; the annual Bi-National Health Fair and the annual Cinco De Mayo Festival. Both of these events draw thousands of attendees. Additionally, we will attend multiple community events, fairs, and celebrations. These events are attended by thousands of people and allow us to distribute literature, meet our community, and develop relationships with citizens and other community groups. We are also part of many community groups such as our county's CSEC, SARB, Child Abuse Prevention Counsel, CART, SART, and Domestic Violence prevention Council. Through these groups and meetings, we are able to consistently make many agencies aware of our services available to victims/survivors. Additionally, we regularly perform presentations and outreach to various groups and organizations such as local schools, law enforcement, non-profits, and faith-based organizations.

Question 14 *

Describe how your organization provides case status updates to victims/survivors.
Our assigned advocate or coordinator will provide case status to victims/survivors after each court appearance by the defendant and when the District Attorney makes any decision or offer regarding the case. The victim/survivor will be notified of any plea offer before it has been made and accepted by the court. The victim/survivor will be notified of any decision to file or decline prosecution of a criminal case and given an opportunity to express any input regarding the decision of the District Attorney on their criminal case.

Question 15 *

Describe how your organization notifies family, friends, and employers that a crime has been committed against a victim/survivor of human trafficking.
Upon request of the victim/survivor we will notify any family member, friend or employer regarding their victimization and the criminal justice status. The victim will make the determination as to how much information we will provide and can request that we give no information. Our office takes confidentiality very seriously. If the victim is a minor we will provide all information to their guardian.

Question 16 *

Describe how your organization provides restitution advocacy for victims/survivors of human trafficking.
Upon conviction, our advocate or coordinator will assist the victim in collecting information regarding any financial and /or property loss the victim has suffered as a result of the crime. We will assist the victim with completing a Restitution Request Form and providing that information to the District Attorney's office and the Probation Department. When applicable, we will assist the victim in obtaining non-financial loss restitution for some sex crimes.

Question 17 *

Describe your organization's referral system for providing linkage to public and private agencies, social services/human assistance agencies, schools, mental health, healthcare providers, and other services for victims/survivors of human trafficking.
We have established a comprehensive list of different organizations and services they provide to human trafficking victims. Referrals will be made from this list and we will add service providers as more become available. We will also provide a written list of area mental health providers and assist with making initial appointments.

Question 18 *

Describe how volunteers are used to accomplish the goals of the Program. If volunteers are not used, provide a justification for why a volunteer waiver is needed.
Our office utilizes multiple interpreters as volunteers. Although these are not regular volunteers, and we use them for other grants as well, they will be available and used for instances when interpretation is needed.

Subrecipient Risk Assessment Form

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding.

How many years of experience does your current grant manager have managing grants?	*>5 years*
How many years of experience does your current bookkeeper/accounting staff have managing grants?	*>5 years*
How many grants does your organization currently receive?	*1-3 grants*
What is the approximate total dollar amount of all grants your organization receives?	*$481,000*
Are individual staff members assigned to work on multiple grants?	*Yes*
Do you use timesheets to track the time staff spend working on specific activities/projects?	*Yes*
How often does your organization have a financial audit?	*Periodically*
Has your organization received any audit findings in the last three years?	*No*
Do you have a written plan to charge costs to grants?	*No*
Do you have written procurement policies?	*Yes*
Do you get multiple quotes or bids when buying items or services?	*Sometimes*
How many years do you maintain receipts, deposits, cancelled checks, invoices?	*>5 years*
Do you have procedures to monitor grant funds passed through to other entities?	*N/A*

Funding Source Allocation

Instructions:

- Please be sure to review page for accuracy.

Funding Source Allocation

Funding Source Name	Fiscal Year	Type	Amount Available	Total Match Amount Required	Available Funding Total	Funding Requested	Cash Match Amount	In Kind Match Amount	Total Project Costs
2025 VCGF	*2025*	*State*	*$64,239*	*$0*	***$64,239***	*$64,239*	*$0*	*$0*	***$64,239***	
2025 VOCA	*2025*	*Federal*	*$82,761*	*$0*	***$82,761***	*$82,761*	*$0*	*$0*	***$82,761***	
			$147,000	***$0***	***$147,000***	***$147,000***	***$0***	***$0***	***$147,000***	

Budget Cost Categories

Cost Form Selection(s)

[X] **Personnel Costs**
[ ] **Volunteer Costs**
[ ] **Contractor/Consultant Costs**
[ ] **Rent Costs**
[X] **Travel Costs**
[ ] **Equipment Costs**
[X] **Financial Assistance For Client's Costs**
[ ] **Second-Tier Subward Costs**
[ ] **Audit Costs**
[ ] **Indirect Costs**
[X] **Other Operating Costs**
[X] **Match Waiver** *HA VOCA Match Waiver Request Form.pdf*

Personnel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item, click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Personnel Costs

Budget/Project Line-Item *

Victim Services Coordinator

Description *

.10 FTE Coordinator

*[ ]*Hourly *[X]*Salary

Salary Per Month *

$

Number of Months *

Hours of Full-Time Workweek *

40.00

FTE *

Full-Time Equivalent in Hours

2,080

%

Salary Calculation Total

$8,255

Does this position provide benefits? * *[X]*Yes *[ ]*No

Benefits Percentage *

47.00 %

Benefits Calculation

$3,880

Benefits Description *

PERS, Unfunded PERS Liability, Insurance, OASDI, Workman's Comp, Deferred Comp Match

Calculation Total (Includes Benefits if provided)

$12,135

Fund Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to support the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Applications HA25029101 County of Tehama - District Attorney's Office

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$12,135		$0	$12,135			
				$12,135		$0	$0	$0	$12,135

Personnel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item, click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Personnel Costs

Budget/Project Line-Item *

Victim Advocate 2

Description *

1.0 FTE Advocate 2

*[X]***Hourly** *[ ]***Salary**

Pay per Hour * **Number of Hours/Week ***

$

Number of Weeks * **Hours of Full-Time Workweek ***

40.00

Full-Time Equivalent in Hours

2,080

FTE **Salary Calculation Total**

% *$59,904*

Does this position provide benefits? * *[X]*Yes *[ ]*No

Benefits Percentage *

59.50 %

Benefits Calculation

$35,643

Benefits Description *

PERS, Unfunded PERS Liability, Insurance, OASDI, Workman's Comp, Deferred Comp Match

Calculation Total (Includes Benefits if provided)

$95,547

Fund Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to support the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Applications HA25029101 County of Tehama - District Attorney's Office

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VCGF	*2025*	*State*	*$64,239*		*$0*	*$64,239*			
2025 VOCA	*2025*	*Federal*	*$31,308*		*$0*	*$31,308*		*Not Applicable*	
				$95,547	***$0***		***$0***	*$0*	***$95,547***

Travel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Form Specific Instructions

- If you have selected that the travel will be Out of State, please be sure to complete the required Out-of-State travel Request fields.

Travel Costs

Travel Cost Type *

Travel

Budget/Project Line-Item *

CDAA Summer Conference

Description *

CDAA Summer Conference
Date and Place TBA
All expenses are estimates

Registration: $500
Hotel: $200/night x 4 Nights= $800
Per Diem: $68/day x 5 days= $340
Mileage: 1200 miles x $.70/mile= $840

*[X]*In State *[ ]*Out of State

Staff Traveling *	Travel Cost Per Staff *	Calculation Total *
1	*$2,480.00*	*$2,480.00*

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$2,480*		*$0*	*$2,480*			*Not Applicable*
				$2,480	***$0***		***$0***	***$0***	***$2,480***

Travel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Form Specific Instructions

- If you have selected that the travel will be Out of State, please be sure to complete the required Out-of-State travel Request fields.

Travel Costs

Travel Cost Type *

Travel

Budget/Project Line-Item *

Crime Against Children Conference

Description *

Crimes Against Children Conference
August 2-6, 2026
Dallas Texas

Registration= $895
Airline Tickets (Est: Round Trip Sacramento to Dallas)= $550.00
Hotel Cost (Est): $170/night x 5 nights= $850
Per Diem $51/1st day + $51/last day + $68/day x 4 Days= $374

*[ ]*In State *[X]*Out of State

Staff Traveling *	Travel Cost Per Staff *	Calculation Total *
1	*$2,669.00*	*$2,669.00*

Out-of-State Travel Request

Purpose of Travel *

Crime Against Children Conference

Location of Travel (TBD is okay) *

Dallas, TX

Are you non-profit/for profit? * *[ ]*Yes *[X]*No

Description of how travel supports the intent of the Program: *

This conference is an intensive, international training regarding crimes against children. There a many sessions, general and breakout, that will deal with human trafficking and child sexual abuse. These are two of the main components of our grant. This training will give our advocate better understanding of human trafficking, resources available for victims, and allow her to network with other service providers from all over the world. Additionally, community partners will attend.

Are all travelers included in personnel? * *[X]*Yes *[ ]*No

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$2,669*		***$0***	*$2,669*		*Not Applicable*	
				$2,669	***$0***	***$0***	***$0***	***$0***	***$2,669***

Financial Assistance For Clients Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Form Specific Instructions

- If Petty Cash is selected, complete the required Petty Cash Fields.

Budget/Project Line-Item *

Emergency Financial Assistance
Description: *

$500 per victim per crime x 10+ $5000
Is this Petty Cash (Cash/Check): *

*[ ]*Yes *[X]*No

Quantity *
20

Cash Amount *
$500.00

Calculation Total *
$10,000

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$10,000		$0	$10,000		Not Applicable	
				$10,000		$0	$0	$0	$10,000

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Communications
Description/Justification *

Software, telephone, fax
Calculation Description *

$100/month x 12 months= $1200

Calculation Total *

$1,200

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$1,200		$0	$1,200			Not Applicable
				$1,200		$0	$0	$0	$1,200

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Liability Insurance
Description/Justification *

Liability Insurance as required by law
Calculation Description *

$100/month for 12 months= $1200

Calculation Total *

$1,200

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$1,200*		***$0***	*$1,200*			*Not Applicable*
				$1,200		***$0***	***$0***	***$0***	***$1,200***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Transportation Expense
Description/Justification *

Fuel for vehicles
Calculation Description *

$200/month x 12 months= $2400

Calculation Total *

$2,400

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$2,400*		***$0***	*$2,400*		*Not Applicable*	
				$2,400	***$0***		***$0***	***$0***	***$2,400***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Internal Assets
Description/Justification *

New Sofa and Love Seat for waiting room. (Cost to be shared with VW Grant)
Calculation Description *

Sofa and Love Seat: $3200

Calculation Total *

$3,200

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$3,200		$0	$3,200			Not Applicable
				$3,200		$0	$0	$0	$3,200

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Education and Outreach Materials

Description/Justification *

Brochures, business cards, promotional items

Calculation Description *

$400/month x 12 months= $4800

Calculation Total *

$4,800

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$4,800		$0	$4,800		Not Applicable	
				$4,800		$0	$0	$0	$4,800

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Office Supplies and Expenses
Description/Justification *

Paper, Toner, general office supplies
Calculation Description *

$430.75/month x 12 months= $5169

Calculation Total *

$5,169

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$5,169*		*$0*	*$5,169*		*Not Applicable*	
				$5,169	***$0***		***$0***	***$0***	***$5,169***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Maintenance of Equipment

Description/Justification *

Maintenance for vehicles, office machines, Karpel System

Calculation Description *

$100/month x 12 months= $1200
Share of Cost for Karpel System= $5000

Calculation Total *

$6,200

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$6,200*		***$0***	*$6,200*			*Not Applicable*
				$6,200	***$0***		***$0***	***$0***	***$6,200***

Application Signatures Form

Assurances/Signatures

Proof of Authority/Governing Body Resolution *

[X]This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

Upload Proof of Authority/Governing Body Resolution *

Authority to Sign.pdf

Standard Certification of Compliance *

[X]By checking this box, I certify the Subrecipient will comply with the requirements of the Standard Certification of Compliance. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Program Standard Assurance Addendum *

[X]The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicat/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Grant Subaward Assurances *

[X]By checking this box, I certify I have read all applicable Grant Subaward Assurances and the Subrecipient will comply with the requirements. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

California Public Records Act *

[X]I understand the Grant Subaward applications are subject to the California Public Records Act, Government Code section 7920.000 et seq.
Additional information: Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

Upload California Public Records Act Exemption

Authorized Agent

Name:	*Matthew Rogers*	**Title:**	*District Attorney*
Signature:	*Matthew Rogers*	**Date:**	*09/24/2025*

E-Contract Review
Approval as to Form

Department Name: District Attorney / Victim Witness

Vendor Name: California Emergency Management Agency

Contract Description: For the purpose of Human Trafficking Advocacy Grant

APPROVED AS TO FORM:



Date: 10/06/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Performance Assessment Report Grant Subaward #: HA25029101, VW25029101

I. ADMINISTRATIVE REQUIREMENTS

A. CONTROLLING DOCUMENTS & FORMS

	YES	NO	N/A
1. Does the Subrecipient have access to the following?			
a. Applicable Cal OES Subrecipient Handbook	✓		
b. Applicable Program Supplemental(s)	✓		
c. Approved Grant Subaward	✓		
d. Approved Grant Subaward Amendment(s)	✓		
e. Approved Grant Subaward Modification(s)	✓		
f. CFR Title 2 Part 200	✓		
2. Is the Subrecipient aware of Special Condition(s)?		✓	

Findings/Comments:

No findings.

B. PROOF OF AUTHORITY (SRH Section 1.055)

	YES	NO	N/A
1. Does the Subrecipient have written authority by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) in the form of one of the following: If yes, please select the type of written authority provided: Governing Board Resolution ✓ Governing Board Meeting Minutes Signed letter from the Governing Board Chair	✓		
2. Does the written authority include:			
a. The name of the Cal OES Program(s), or "All Cal OES Programs"?		✓	
b. Authority for the Authorized Agent(s) (by title) to act on behalf of the Subrecipient organization?	✓		
c. A statement that the Authorized Agent has authority to enter into Grant Subaward?	✓		
d. The signature of the Governing Body representative?	✓		

Findings/Comments:

Finding: The Subrecipient's Proof of Authority does not include the name of the Cal OES Program(s) or "All Cal OES Programs."

C. FIDELITY BOND/CERTIFICATE OF INSURANCE – NON-GOVERNMENTAL ORGANIZATION (NGO) (SRH Section 2.015)

	YES	NO	N/A
1. Does the Subrecipient have a Certificate of Insurance for a Fidelity Bond for the Grant Subaward?			✓
2. Does the Certificate of Insurance for the Fidelity Bond include:			
a. Insurance company name			✓
b. Insurance policy number			✓
c. Description of coverage includes Employee Dishonesty and/or Theft and Forgery OR Fidelity Bond			✓
d. Required amount of coverage for Employee Dishonesty and/or Theft and Forgery OR Fidelity Bond [equal to 50 percent of total amount of Grant Subaward(s)]			✓
e. Coverage period is at least one year			✓
f. Coverage period includes either the start date or end date of the Grant Subaward performance period			✓
g. Certificate holder/first loss payee is "California Governor's Office of Emergency Services"			✓
h. Name of the Cal OES Program(s) covered by the policy			✓

Findings/Comments:

The Subrecipient is a Governmental Organization and is not required to have a Certificate of Insurance for any Grant Subaward.

Tehama County

Agenda Request Form

File #: 26-0969 **Agenda Date:** 6/16/2026 **Agenda #:** 30.

DISTRICT ATTORNEY

Requested Action(s)
a) Request approval and authorization for the District Attorney to apply for the 2025 Victim/Witness Assistance Program Grant through the California Office of Emergency Services for funding in the amount of $334,113

b) AGREEMENT- Request approval and authorization for the District Attorney to sign the Grant Award Agreement for the 2025 Victim Witness Assistance Program Grant and all related documents with the California Office of Emergency Services in the amount of $334,113 (Misc. Agreement 2025-305)

Financial Impact:
This grant is 100% funded by CalOES. There is no fiscal impact to the County.

Background Information:
For over 28 years, the Tehama County Victim Services Program has been providing victim advocacy to crime victims in Tehama County. This grant will allow us to continue our successful program.

This item was brought before the Board for approval on 10/21/25. The entity name for the grant listed on the original item was the California Emergency Management Agency. Attached are findings requesting approval to update the Proof of Authority to reference the California Office of Emergency Services. All other terms and conditions remain unchanged.

Application Information Form

Program:
Victim/Witness Assistance - VW25

Grant Subaward Performance Period:
10/01/2025 to *09/30/2026*

Subrecipient:
County of Tehama - District Attorney's Office

Subrecipient UEI:
USB8GQ5S3A35

Subrecipient Federal Employer ID:
96-6000543

Implementing Agency:
Tehama County

Payment Address

Primary Location of Project/Services

Address
444 Oak St Room M

Address 2

City:
Red Bluff

County:
Tehama County

Zip Code:
96080-0000

Contact Information Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- When done, click the **SAVE** button.

Form Specific Instructions:

- Individuals identified below will be the official points of contact for the Grant Subaward. For descriptions of these positions see Subrecipient Handbook Section 3.005 or other applicable Program Supplemental guidance.
- The Grant Subaward Director and Financial Officer cannot be the same individual.
- Each individual must have a unique email address.
- Organization Authorized Agents must be denoted as being a Grant Subaward Authorized Agent in order to submit the application.

Grant Subaward Contacts

Grant Subaward Director

* **Person:**	*Matthew Rogers*				
* **First Name:**	*Matthew*	* **Last Name:**	*Rogers*		
* **Title:**	*District Attorney*				
* **Phone:**	*(530) 527-3053*	* **Email:**	*mrogers@tehama.gov*		
* **Address:**	*PO Box 519*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Grant Subaward Financial Officer

* **Person:**	*Krista Peterson*				
* **First Name:**	*Krista*	* **Last Name:**	*Peterson*		
* **Title:**	*Tehama County Auditor-Controller*				
* **Phone:**	*(530) 527-3474*	* **Email:**	*kpeterson@tehama.gov*		
* **Address:**	*444 Oak Street, Room "J"*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Grant Subaward Programmatic Point of Contact:

* **Person:**	*Jeff Eldred*				
* **First Name:**	*Jeff*	* **Last Name:**	*Eldred*		
* **Title:**	*Victim Services Coordinator*				
* **Phone:**	*(530) 527-4296*	* **Email:**	*jeldred@tehama.gov*		
* **Address:**	*PO BOX 519*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Grant Subaward Financial Point of Contact:

* **Person:**	*Theresia Sweeney*				
* **First Name:**	*Theresia*	* **Last Name:**	*Sweeney*		
* **Title:**	*Office Manager*				
* **Phone:**	*(530) 527-3053*	* **Email:**	*tsweeney@tehama.gov*		
* **Address:**	*PO BOX 519*				
* **City:**	*Red Bluff*	* **State:**	*California*	* **Zip Code:**	*96080*

Chair of the Governing Body

* **Person:**	*Other*				
* **First Name:**	*Matthew*	* **Last Name:**	*Hanson*		
* **Title:**	*Chairman of the Board*				
* **Phone:**	*(530) 527-4655*	* **Email:**	*mhanson@tehama.gov*		
* **Address:**	*727 Oak St*				
* **City:**	*Red Bluff*	* **State:**	*CA*	* **Zip Code:**	*96080*

Grant Subaward Authorized Agent

[X] Matthew Rogers

Grant Subaward Assurances Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- When done, click the **SAVE** button.

Form Specific Instructions:

- Read all Grant Subaward Assurance and indicate compliance by checking acknowledgement box.

Applicable Grant Subaward Assurances

This document is a binding affirmation that the Subrecipient will comply with the assurances required by the federal program/fund source.

Assurance	Acknowledgement
Federal Fund Grant Subaward Assurances - 2025 VOCA.pdf	[X]*
Program Standard Assurance Addendum	[X]*
Standard Certification of Compliance	[X]*

Subrecipients expending $1,000,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 CFR Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits. *

[ ]Subrecipient expends $1,000,000 or more in federal funds annually.
[X]Subrecipient does not expend $1,000,000 or more in federal funds annually.

Federal Funding Accounting and Transparency Act (FFATA)

In the preceding year, did the Subrecipient receive:

Has the Subrecipient received $25,000,000 or more in federal funds in the preceding fiscal years? * [ ]Yes [X]No

Programmatic Narrative Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- When done, click the **SAVE** button.

Narrative Questions/Responses

Question 1 *

Briefly describe the plan to provide all mandatory services outlined in the VW Supplemental Program Components and indicate any significant changes to your Program for the 2025-26 Grant Subaward performance period.
Our program will continue to provide all mandatory and optional services outlined in the RFA. These services will include, but are not limited to: information regarding the criminal justice system, notification of court proceedings, crisis response, restitution assistance, victim impact statements, court support, and assistance with CalVCB Applications. We will maintain levels of a 1.0 FTE Coordinator, a 1.0 FTE Advocate, and a .50 FTE MVA Advocate. We will continue to review all crime reports submitted to the District Attorney's office for review to identify and contact crime victims and provide services. We will also continue to receive referrals from other community agencies such as Adult Protective Services, Rape Crisis, and Empower Tehama to ensure that we are providing services to as many crime victims as we can identify.
There will be no significant changes to our VW Program in the coming grant year.

Question 2 *

Briefly describe the optional services listed in the VW Supplemental Program Components that your VW Center provides to victims/survivors.
Our Victim Services Center provides optional services such as Employer Intervention, Witness Notification, assistance with funeral arrangements, and transportation assistance. We do not provide child care assistance.

Question 3 *

Provide a brief status update of the VW Center's crisis response and Mass Victimization (MV) Assistance plan for crime-related MV/terrorism incidents. Include after-hours contact information.
In the event of a mass victimization, we will immediately establish a Family Assistance Center to assist will CalVCB applications and Emergency Assistance. We currently have a MOU with the District Attorney's Criminal Division to utilize support staff at our Family Assistance Center. Additionally, we have an agreement with Empower Tehama, our local Domestic Violence service provider, to assist with CalVCB applications at the center if needed. Our region is almost done with our MOU between area Victim Services offices.
Our after hours contacts for mass victimization are:
Jeff Eldred: (520)798-1991
Rachael McClain: (530)722-8964

Question 4 *

List information for all field offices in the county including address, telephone numbers, employees assigned to the office, and supervisor(s) contact information.
We have one central office in Tehama County:
444 Oak Street (Room M); Red Bluff, CA
(530)527-4296

Coordinator: Jeff Eldred
V/W Advocate Meghan Swain
MVA Rachael McClain
HA Advocate Angela Lucero
AB109 Advocate (Part-time): Carla Correa

Question 5 *

This section is for additional space to answer Question 4.
none

Question 6 *

Describe how volunteers are used to accomplish the goals of the Program. If volunteers are not used, provide a justification for why a volunteer waiver is needed.

We currently use our court-certified interpreter as a volunteer. She will come to our office as needed or meet us in court to translate for Spanish speaking victims.

Required Document #1

VOCA Match Waiver Request
Document #1 Template

*VW 25 VOCA Match Waiver Request Form (2).pdf**

Subrecipient Risk Assessment Form

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding.

How many years of experience does your current grant manager have managing grants?	*>5 years*
How many years of experience does your current bookkeeper/accounting staff have managing grants?	*>5 years*
How many grants does your organization currently receive?	*1-3 grants*
What is the approximate total dollar amount of all grants your organization receives?	*$481,000*
Are individual staff members assigned to work on multiple grants?	*Yes*
Do you use timesheets to track the time staff spend working on specific activities/projects?	*Yes*
How often does your organization have a financial audit?	*Periodically*
Has your organization received any audit findings in the last three years?	*No*
Do you have a written plan to charge costs to grants?	*No*
Do you have written procurement policies?	*Yes*
Do you get multiple quotes or bids when buying items or services?	*Sometimes*
How many years do you maintain receipts, deposits, cancelled checks, invoices?	*>5 years*
Do you have procedures to monitor grant funds passed through to other entities?	*N/A*

Operational Agreements Form

Participating Agency/Organization	Date Signed	Start Date	End Date
Tehama County District Attorney	*05/05/2021*	*07/01/2021*	*06/30/2026*
Tehama County Probation	*05/11/2021*	*07/01/2021*	*06/30/2026*
Corning Police Department	*05/05/2021*	*07/01/2021*	*06/30/2026*
Red Bluff Police Department	*05/11/2021*	*07/01/2021*	*06/30/2026*
Tehama County Sheriff Department	*05/12/2021*	*07/01/2021*	*06/30/2025*
Tehama County Victim Witness	*05/06/2021*	*07/01/2021*	*06/30/2026*
California Highway Patrol	*05/21/2021*	*07/01/2021*	*06/30/2026*
Tehama County Social Services	*05/18/2021*	*07/01/2021*	*06/30/2026*
Tehama County Health Agency	*05/21/2021*	*07/01/2021*	*06/30/2026*
Empower Tehama	*05/10/2021*	*07/01/2021*	*07/01/2026*

Funding Source Allocation

Instructions:

- Please be sure to review page for accuracy.

Funding Source Allocation

Funding Source Name	Fiscal Year	Type	Amount Available	Total Match Amount Required	Available Funding Total	Funding Requested	Cash Match Amount	In Kind Match Amount	Total Project Costs
2025 VCGF	*2025*	*State*	*$141,219*	*$0*	***$141,219***	*$141,219*	*$0*	*$0*	***$141,219***	
2025 VOCA	*2025*	*Federal*	*$181,937*	*$0*	***$181,937***	*$181,937*	*$0*	*$0*	***$181,937***	
2025 VWA0	*2025*	*State*	*$10,957*	*$0*	***$10,957***	*$10,957*	*$0*	*$0*	***$10,957***	
			$334,113	***$0***	***$334,113***	***$334,113***	***$0***	***$0***	***$334,113***	

Budget Cost Categories

Cost Form Selection(s)

[X] Personnel Costs
[ ] Volunteer Costs
[ ] Contractor/Consultant Costs
[ ] Rent Costs
[X] Travel Costs
[ ] Equipment Costs
[X] Financial Assistance For Client's Costs
[ ] Second-Tier Subward Costs
[ ] Audit Costs
[ ] Indirect Costs
[X] Other Operating Costs
[X] Match Waiver *VW 25 VOCA Match Waiver Request Form (2).pdf*

Personnel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item, click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Personnel Costs

Budget/Project Line-Item *

Victim Advocate 2

Description *

1.0FTE Victim Advocate 2

*[X]***Hourly** *[ ]***Salary**

Pay per Hour * | **Number of Hours/Week *** | **Number of Weeks *** | **Hours of Full-Time Workweek ***

$30.35 | *40.00* | *52.00* | *40.00*

Full-Time Equivalent in Hours | **FTE** | **Salary Calculation Total**

2,080 | *100.00%* | *$63,128*

Does this position provide benefits? * *[X]*Yes *[ ]*No

Benefits Percentage *

91.00 %

Benefits Calculation

$57,446

Benefits Description *

PERS, Unfunded PERS Liability, Insurance, OASDI, Workman's Comp, Deferred Comp Match

Calculation Total (Includes Benefits if provided)

$120,574

Fund Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to support the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VCGF	2025	State	$84,836	$	$0	$84,836	$		
2025 VWA0	2025	State	$10,957		$0	$10,957			
2025 VOCA	2025	Federal	$24,781		$0	$24,781			Not Applicable
				$120,574	**$0**		**$0**	$0	**$120,574**

Personnel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item, click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Personnel Costs

Budget/Project Line-Item *

Victim Advocate/Coordinator

Description *

.90FTE Coordinator

*[X]***Hourly** *[ ]***Salary**

Pay per Hour * **Number of Hours/Week** *

$40.80 *36.00*

Number of Weeks * **Hours of Full-Time Workweek** *

52.00 *40.00*

Full-Time Equivalent in Hours

2,080

FTE *90.00%*

Salary Calculation Total *$76,378*

Does this position provide benefits? * *[X]*Yes *[ ]*No

Benefits Percentage *

83.50 %

Benefits Calculation

$63,775

Benefits Description *

PERS, Unfunded PERS Liability, Insurance, OASDI, Workman's Comp, Deferred Comp Match

Calculation Total (Includes Benefits if provided)

$140,153

Fund Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to support the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$128,132	$	$0	$128,132	$		
2025 VCGF	2025	State	$12,021		$0	$12,021			
				$140,153		**$0**	**$0**	$0	**$140,153**

Personnel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item, click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Personnel Costs

Budget/Project Line-Item *

Mass Victimization Advocate 2

Description *

.50FTE Mass Victimization Advocate

*[X]*Hourly *[ ]*Salary

Pay per Hour * *$27.52*

Number of Hours/Week * *20.00*

Number of Weeks * *52.00*

Hours of Full-Time Workweek * *40.00*

Full-Time Equivalent in Hours *2,080*

FTE *50.00%*

Salary Calculation Total *$28,621*

Does this position provide benefits? * *[X]*Yes *[ ]*No

Benefits Percentage *

55.00 %

Benefits Calculation *$15,741*

Benefits Description *

PERS, Unfunded PERS Liability, Insurance, OASDI, Workman's Comp, Deferred Comp Match

Calculation Total (Includes Benefits if provided)

$44,362

Fund Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to support the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VCGF	2025	State	$44,362	$0	$0	$0	$44,362	$	
				$44,362		**$0**	**$0**	$0	**$44,362**

Travel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Form Specific Instructions

- If you have selected that the travel will be Out of State, please be sure to complete the required Out-of-State travel Request fields.

Travel Costs

Travel Cost Type *

Travel

Budget/Project Line-Item *

Master Class Summit on Domestic Violence

Description *

Master Class Summit on Domestic Violence and Sexual Assault
February 9-11, 2026 Newport Beach, CA
1 Advocate/Coordinator
Registration: $375.00
Hotel: $200/night (Room + Tax) x 4 Nights= $800
Mileage Work to Hotel=$784
Per Diem $68/day x 5 days= $340.00

*[X]*In State *[ ]*Out of State

Staff Traveling *	Travel Cost Per Staff *	Calculation Total *
1	*$2,299.00*	*$2,299.00*

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$2,299*		*$0*	*$2,299*			*Not Applicable*
				$2,299	***$0***		***$0***	***$0***	***$2,299***

Travel Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Form Specific Instructions

- If you have selected that the travel will be Out of State, please be sure to complete the required Out-of-State travel Request fields.

Travel Costs

Travel Cost Type *

Travel

Budget/Project Line-Item *

Prosecuting Crimes Against Women and Children

Description *

Prosecuting Crimes Against Women and Children in the Digital Age
January 26-29, 2026 in San Marcos, CA
1 Advocate
Registration: $375
Hotel Cost: $175.21/night (Room + Taxes) x 5 nights=$876.05
Mileage 1,224 miles @ $.70/mile= $868.80
Per Diem $68/day x 6 days=$408.00

*[X]*In State *[ ]*Out of State

Staff Traveling *	Travel Cost Per Staff *	Calculation Total *
1	*$2,528.00*	*$2,528.00*

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$2,528*		*$0*	*$2,528*			*Not Applicable*
				$2,528	***$0***		***$0***	***$0***	***$2,528***

Financial Assistance For Clients Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Form Specific Instructions

- If Petty Cash is selected, complete the required Petty Cash Fields.

Budget/Project Line-Item *

Emergency Financial Assistance
Description: *

Emergency financial assistance for hardship or emergencies created from victimization. This would include, but not limited to, car impound fees, rental assistance, car repairs, cell phone, limited property damage, and hotel/food.
Is this Petty Cash (Cash/Check): * *[ ]*Yes *[X]*No

Quantity *	Cash Amount *	Calculation Total *
5	*$200.00*	*$1,000*

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$1,000*		*$0*	*$1,000*			*Not Applicable*
				$1,000	***$0***		***$0***	***$0***	***$1,000***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Communications Expense
Description/Justification *

Phones, cell phones, internet
Calculation Description *

$100/month x 12 months

Calculation Total *

$1,200

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$1,200*		***$0***	*$1,200*			*Not Applicable*
				$1,200	***$0***	***$0***	***$0***	***$0***	***$1,200***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
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- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Transportation Expense

Description/Justification *

Fuel for county vehicles

Calculation Description *

$150/month x 12 months=$1800

Calculation Total *

$1,800

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$1,800		$0	$1,800		Not Applicable	
				$1,800	$0		$0	$0	$1,800

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Maintenance of Equipment

Description/Justification *

Automobile maintenance, copy machine maintenance, Karpel Systems

Calculation Description *

Karpel System share of cost: $10,000
General Maintenance of Equipment: $100/moth x 12 months= $1200

Calculation Total *

$11,200

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$11,200		$0	$11,200			Not Applicable
				$11,200	$0		$0	$0	$11,200

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Office Supplies

Description/Justification *

Toner, paper, pens, staples, and various office supplies.

Calculation Description *

$212.25/month x 12 months

Calculation Total *

$2,547

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	2025	Federal	$2,547		$0	$2,547			Not Applicable
				$2,547	$0		$0	$0	$2,547

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Professional Services
Description/Justification *

mass shredding, background checks
Calculation Description *

$25/month x 12 months=$300

Calculation Total *

$300

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$300*		*$0*	*$300*			*Not Applicable*
				$300	***$0***	***$0***	***$0***	***$0***	***$300***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Liability Insurance

Description/Justification *

Standard liability insurance

Calculation Description *

$412.50/month x 12 month

Calculation Total *

$4,950

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$4,950*		*$0*	*$4,950*			*Not Applicable*
				$4,950	***$0***		***$0***	***$0***	***$4,950***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Education and Outreach

Description/Justification *

Business cards, brochures, promotional items, fees to participate in events

Calculation Description *

$50/month x 12 months

Calculation Total *

$600

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$600*		*$0*	*$600*			*Not Applicable*
				$600	***$0***		***$0***	***$0***	***$600***

Other Operating Budget Category Form

Navigation Instructions:

- All required fields are marked with an *.
- Use the **SAVE** button at least every 30 minutes to avoid losing data.
- To add another Line Item click the **ADD** button.
- To delete this Line Item, click the **DELETE** button. WARNING: This action cannot be undone.
- When done, click the **SAVE** button.

Other Operating Costs

Budget/Project Line-Item *

Internal Assets
Description/Justification *

Waiting room furniture
Calculation Description *

Sofa for waiting room: $600

Calculation Total *

$600

Funding Source Allocations

Fund Source Allocations Instructions

- Select the Fund Source(s) to the line-item
- Add amount(s)
- Click the + symbol to request money from another funding source.
- Click the - symbol to remove request from a funding source.

Funding Source Name	Fiscal Year	Type	Allocation	Cash Match Amount	In Kind Match Amount	Match Amount	Total	State Funds Used to Match Federal Match Requirements	Federal Fund
2025 VOCA	*2025*	*Federal*	*$600*		*$0*	*$600*			*Not Applicable*
				$600		***$0***	***$0***	***$0***	***$600***

Application Signatures Form

Assurances/Signatures

Authorized Body of Five *

This certifies that each member of the Approval Authority has approved the HSGP application for funding.

Proof of Authority/Governing Body Resolution *

This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

Upload Proof of Authority/Governing Body Resolution *

Standard Certification of Compliance *

By checking this box, I certify the Subrecipient will comply with the requirements of the Standard Certification of Compliance. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

Program Standard Assurance Addendum *

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicat/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Grant Subaward Assurances *

By checking this box, I certify I have read all applicable Grant Subaward Assurances and the Subrecipient will comply with the requirements. I am fully aware that this certification is made under penalty of perjury under the laws of the State of California.

California Public Records Act *

I understand the Grant Subaward applications are subject to the California Public Records Act, Government Code section 7920.000 et seq.
Additional information: Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

Upload California Public Records Act Exemption

Authorized Agent

Name: **Title:**
Signature: **Date:**

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Complete all sections of this form using the instructions below. This form must be uploaded in the Grants Central System as part of the Grant Subaward Application.

1. **VOCA Fund Source #1:** Utilize the drop-down menu to select the VOCA Victim Assistance Formula Grant Program fund source/year for which you are requesting a match waiver.
   VOCA Victim Assistance Formula Grant Program Funds Awarded: Enter the award allocation amount for the fund source identified as VOCA Fund Source #1.
   Amount of Match Proposed: Enter the amount of match that your organization will provide for VOCA Fund Source #1.

2. **VOCA Fund Source #2 (if applicable):** Utilize the drop-down menu to select the additional VOCA Victim Assistance Formula Grant Program fund source/year for which you are requesting a match waiver.
   VOCA Victim Assistance Formula Grant Program Funds Awarded: Enter the award allocation amount for the fund source identified as VOCA Fund Source #2.
   Amount of Match Proposed: Enter the amount of match that your organization will provide for VOCA Fund Source #2.

3. **VOCA Fund Source #3 (if applicable):** Utilize the drop-down menu to select the additional VOCA Victim Assistance Formula Grant Program fund source/year for which you are requesting a match waiver.
   VOCA Victim Assistance Formula Grant Program Funds Awarded: Enter the award allocation amount for the fund source identified as VOCA Fund Source #3.
   Amount of Match Proposed: Enter the amount of match that your organization will provide for VOCA Fund Source #3.

4. **Briefly summarize the services provided:** Provide a narrative response.

5. **Describe practical/logistical obstacles and/or any local resource constraints to providing match:** Provide a narrative response.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Match Waiver Request Form

Cal OES Subrecipients may request a partial or full match waiver for Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program funds. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. VOCA Fund Source #1: 25VOCA
   VOCA Victim Assistance Formula Grant Program Funds Awarded: $ 181,937
   Amount of Match Proposed: $ 0
2. VOCA Fund Source #2 (if applicable): Select
   VOCA Victim Assistance Formula Grant Program Funds Awarded:
   Amount of Match Proposed:
3. VOCA Fund Source #3 (if applicable): Select
   VOCA Victim Assistance Formula Grant Program Funds Awarded:
   Amount of Match Proposed:
4. Briefly summarize the services provided:

   We provide direct services to victims of crime in Tehama County, California. We provide all mandatory and optional services including, but not limited to, information about the criminal justice system, referral to other victim service providers, crisis intervention, court escort/support, transportation assistance, assistance with victim impact statements, assistance with CalVCB application process, and other services.

5. Describe practical/logistical obstacles and/or local resource constraints to providing match.

   Our county has a policy that we will use no general fund monies to match any grant. This has been a long standing policy. We receive no General Fund funding.

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TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY	
Rec'd By:	

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
District Attorney	Jeffery Eldred	527-4296	2011

TITLE OF GRANT: **Tehama County Victim/Witness Center**

GRANTOR AGENCY: **State of California-Emergency Management Agency**

GRANT OBJECTIVES: **To assist victims/witnesses in criminal cases**

GRAND I.D. NO. **VW25 02 9101**

Federal Catalog # (if applicable):

GRANT PERIOD From: **10/01/25** To: **09/30/26**

Applicable Code and/or Legislative Reference:

DATE APPLICATION APPROVED BY BOARD:

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT:

IS GRANT RENEWABLE? (Check all applicable)	Yes	No	Annually	Indefinite	Specific No. of Years
	X		X		

GRANT FUNDING	Fiscal Year: 2021/2022	Fiscal Year:
FEDERAL	$181,937	
STATE	$152,176	
OTHER	$0	
1. TOTAL GRANT FUNDS	**$334,113**	
COUNTY FUNDING		
HARD MATCH (dollars)	$0	
SOFT MATCH (In-kind)	$0	
2. TOTAL COUNTY MATCH	**$0**	
USE OF FUNDS		
PERSONNEL (attach detail)	$0	
SERVICES/SUPPLIES	$0	
EQUIPMENT	$0	
OTHER CHARGES	$0	
TOTAL FUNDS (must also = 1+2 above)	**$0**	

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE:

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? Yes | No

METHOD OF PAYMENT OF GRANT FUNDS: Reimburse **X** | Advance

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: **Every quarter**

EXPENDITURE DEADLINE: **9/30/2022**

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? Yes | No **X**

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) Yes **X** | No

A 0.9 Victim/Witness Coordinator position, 1.0 Victim/Witness Advocate position and a .50 Victim Advocate po would be lost if this grant application is not approved.

Matthew D. A

DEPARTMENT HEAD SIGNATURE

10/2/25

DATE

Form A-135 (Rev 8-21-07)

E-Contract Review
Approval as to Form

Department Name: District Attorney / Victim Witness

Vendor Name: California Emergency Management Agency

Contract Description: For the purpose of Victim Witness Assistance Grant

APPROVED AS TO FORM:



Date: 10/06/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Performance Assessment Report Grant Subaward #: HA25029101, VW25029101

I. ADMINISTRATIVE REQUIREMENTS

A. CONTROLLING DOCUMENTS & FORMS

	YES	NO	N/A
1. Does the Subrecipient have access to the following?			
a. Applicable Cal OES Subrecipient Handbook	✓		
b. Applicable Program Supplemental(s)	✓		
c. Approved Grant Subaward	✓		
d. Approved Grant Subaward Amendment(s)	✓		
e. Approved Grant Subaward Modification(s)	✓		
f. CFR Title 2 Part 200	✓		
2. Is the Subrecipient aware of Special Condition(s)?		✓	

Findings/Comments:

No findings.

B. PROOF OF AUTHORITY (SRH Section 1.055)

	YES	NO	N/A
1. Does the Subrecipient have written authority by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) in the form of one of the following: If yes, please select the type of written authority provided: Governing Board Resolution ✓ Governing Board Meeting Minutes Signed letter from the Governing Board Chair	✓		
2. Does the written authority include:			
a. The name of the Cal OES Program(s), or "All Cal OES Programs"?		✓	
b. Authority for the Authorized Agent(s) (by title) to act on behalf of the Subrecipient organization?	✓		
c. A statement that the Authorized Agent has authority to enter into Grant Subaward?	✓		
d. The signature of the Governing Body representative?	✓		

Findings/Comments:

Finding: The Subrecipient's Proof of Authority does not include the name of the Cal OES Program(s) or "All Cal OES Programs."

C. FIDELITY BOND/CERTIFICATE OF INSURANCE – NON-GOVERNMENTAL ORGANIZATION (NGO) (SRH Section 2.015)

	YES	NO	N/A
1. Does the Subrecipient have a Certificate of Insurance for a Fidelity Bond for the Grant Subaward?			✓
2. Does the Certificate of Insurance for the Fidelity Bond include:			
a. Insurance company name			✓
b. Insurance policy number			✓
c. Description of coverage includes Employee Dishonesty and/or Theft and Forgery OR Fidelity Bond			✓
d. Required amount of coverage for Employee Dishonesty and/or Theft and Forgery OR Fidelity Bond [equal to 50 percent of total amount of Grant Subaward(s)]			✓
e. Coverage period is at least one year			✓
f. Coverage period includes either the start date or end date of the Grant Subaward performance period			✓
g. Certificate holder/first loss payee is "California Governor's Office of Emergency Services"			✓
h. Name of the Cal OES Program(s) covered by the policy			✓

Findings/Comments:

The Subrecipient is a Governmental Organization and is not required to have a Certificate of Insurance for any Grant Subaward.

Tehama County

Agenda Request Form

File #: 26-1043 **Agenda Date:** 6/16/2026 **Agenda #:** 31.

PUBLIC WORKS

Requested Action(s)
a) TRANSFER OF FUNDS: PUBLIC WORKS, B-79 - From Road Fund Special Department Expense (3011-53280) to Special Department Equipment (3011-57608), totaling $3,804.00 **(Requires a 4/5's vote)**

Financial Impact:
There is sufficient existing budget available in Road Fund - Special Department Expense (3011-53280) for this transfer, totaling $3,804.00.

Background Information:
Public Works is requesting this transfer due to the purchase of an extended warranty for our Tiger mower.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number: B-79

DEPARTMENT NAME: Road

Date: 05/22/2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

FROM				TO			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
3011	53280	Special Department Expense	$ 3,804.00	3011	57608	Special Department Equip.	$ 3,804.00
		Reference Only	$ 3,804.00			Reference Only	$ 3,804.00

TRANSFER APPROVED

SANDRA PALMER 5/22/2026
AUDITOR

SIGNATURE OF REQUESTING OFFICIAL 5/1/26 DATE

BOARD OF SUPERVISORS

A-118 (4/03) wyp

Tehama County

Agenda Request Form

File #: 26-1044 **Agenda Date:** 6/16/2026 **Agenda #:** 32.

PUBLIC WORKS

Requested Action(s)
a) TRANSFER OF FUNDS: PUBLIC WORKS, B-80 - From Road Fund Special Department Expense (3011-53280) to Special Department Equipment (3011-57608), totaling $5,506.77 **(Requires a 4/5's vote)**

Financial Impact:
There is sufficient existing budget available in Road Fund - Special Department Expense (3011-53280) for this transfer, totaling $5,506.77.

Background Information:
Public Works is requesting this transfer due to the need for a replacement shop welder, as the current unit could no longer be repaired.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number: B-80

DEPARTMENT NAME: Road

Date: 05/22/2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below.

FROM				TO			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
3011	53280	Special Department Expense	$ 5,506.77	3011	57608	Special Department Equip.	$ 5,506.77
		Reference Only	$ 5,506.77			Reference Only	$ 5,506.77

TRANSFER APPROVED

SANDRA PALMER 05/22/2026
AUDITOR

Danielle Blevins 5/20/26
SIGNATURE OF REQUESTING OFFICIAL / DATE

BOARD OF SUPERVISORS

A-118 (4/03) wyp

Tehama County

Agenda Request Form

File #: 26-0941 **Agenda Date:** 6/16/2026 **Agenda #:** 33.

COUNTY COUNSEL

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with Liebert, Cassidy & Whitmore, for the purpose of providing labor relations representation and advise for rates set forth in Exhibit “B” with maximum compensation not to exceed $100,000 per year, effective 7/1/26 and shall terminate 6/30/28

Financial Impact:
Funds for these services have been requested in the FY 26/27 budget.

Background Information:
The special services provided by these law firms are necessary to assist the County Counsel’s office and the Personnel Office in complex labor relations matters, such as negotiations, investigations, and arbitration.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LIEBERT, CASSIDY, & WHITMORE

This agreement is entered into between the County of Tehama, ("County") and LIEBERT, CASSIDY, & WHITMORE ("Contractor") for the purpose of providing labor relations representation and advice.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide County with labor relations representation and advice upon request, pursuant to Government Code Section 31000. Labor negotiations services shall be provided in consultation with County's Personnel Director. Legal services shall be provided as needed to assist the County Counsel, in consultation with the County Counsel.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. Contractor may review and adjust hourly rates each July. Should rates increase, an addendum to the agreement shall be submitted. In addition, County shall reimburse Contractor for the actual and reasonable expenses for travel, computer-assisted research, overnight delivery, messenger services, outside consultants and experts, and similar items incurred by Contractor in the performance of the work hereunder, provided that any such cost or expense in excess of $500 is pre-approved by the County Counsel. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses and mileage will not exceed the currently authorized rates and per diem for County employees. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein.

Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount of $100,000 per year, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered, as well as expense reimbursement requested, during the preceding calendar month. County shall make payment of all undisputed amounts within 60 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2026 shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

The County's right to terminate this agreement may be exercised by providing oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Chief Administrator or County Counsel.

In the event of termination, this Agreement, all finished or unfinished documents and other materials, if any, at the option of the County, become its property and Contractor shall be entitled to receive compensation for any satisfactory work completed prior to the receipt of the notice of termination; except that Contractor shall not be relieved of liability to County for damages sustained by the County by virtue of any breach of the Agreement by Contractor whether or not the Agreement was terminated for convenience or cause, and County may withhold any payments not yet made to Contractor for purpose of setoff until such time as the exact amount of damages due to County from Contractor is determined.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the

subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees arising out of contractor's willful misconduct or professional negligence in the performance of work hereunder or its failure to comply with any of its obligations contained in this agreement. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

14. LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

15. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

16. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:
Margaret Long
County Counsel
727 Oak Street
Red Bluff, CA 96080

If to Contractor:
LIEBERT, CASSIDY, & WHITMORE
Melanie Chaney
Managing Partner
6033 West Century Boulevard, 5th Floor
Los Angeles, CA 90045

Notice shall be deemed to be effective two days after mailing.

17. NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

18. OWNERSHIP OF MATERIALS/ATTORNEY CLIENT PRIVILEGE

All finished or unfinished documents, briefs, data, studies, computer programs and reports prepared by Contractor or by any expert retained by Contractor as part of the performance of any of the services required of Contractor under this Agreement shall be considered the property of the County as the client of Contractor. Upon completion of the services required of Contractor under this Agreement, or upon termination of this Agreement prior to completion, copies of all such materials in the possession of Contractor not previously furnished to County shall be provided to same by Contractor.

19. CONVENANT OF NO UNDISCLOSED CONFLICT:

The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. Contractor hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as County may consent to in writing prior to the acquisition by Contractor of such conflict. Contractor further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Contractor agrees that if such financial interest does exist at the inception of this Agreement, County may terminate this Agreement immediately upon giving written notice without further obligation by either party to the other under this Agreement.

20. ARTIFICIAL INTELLIGENCE

Contractor permits attorneys to utilize generative artificial intelligence ("AI") tools in the performance of their work within the standards and guidance established by the State Bar of California. Attorneys may use AI as a tool and do not use AI work product without applying their

own independent legal judgment. Attorneys do not disclose confidential information to unsecure AI tools.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

_____
Tom Walker, Chair of the Board
Tehama County Board of Supervisors

LIEBERT, CASSIDY, & WHITMORE

Date: 6-2-2026

_____
Melanie L. Chaney, Managing Partner

_____
Vendor Number

_____
Budget Account Number

Standard Form of Agreement – Services adopted 07-26-17

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)
$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability
Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation
If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)
If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds
The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage
For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation
Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers
Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors
Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach
If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations
Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage
Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

Partners	$500.00
Senior Counsel	$415.00
Associates	$310.00 - $400.00
Labor Relations/Human Resources Consultant	$340.00
Classification & Compensation Consultant	$250.00
Paralegals	$185.00
E-Discovery Specialists	$200.00
Law Clerks	$200.00 - $220.00

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Liebert, Cassidy, & Whitmore

Contract Description: For the purpose of providing labor relations representation and advice.

APPROVED AS TO FORM:



Date: 05/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0765 **Agenda Date:** 6/16/2026 **Agenda #:** 34.

COMMITTEES & COMMISSIONS / SPECIAL DISTRICT

Requested Action(s)
a) TEHAMA COUNTY INTEGRATED WASTE MANAGEMENT TASK FORCE (AB 939) - Four (4) one -year appointments to fill the expired terms of Martha Vuist-Bruske, Bob Nolen, Steve Lindeman, and Robert Schmid with said new terms expiring 3/31/27 (Interested persons: Martha Vuist-Bruske, Bob Nolen, Brett White, and Robert Schmid)

b) TEHAMA COUNTY INTEGRATED WASTE MANAGEMENT TASK FORCE (AB 939) - Two (2) one -year appointments to fill the expired terms of Amanda Garrett and Betty Morales as non-voting advisory members with said new terms expiring 3/31/27 (Interested persons: Amanda Garrett and Wade Coffee)

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-0894 **Agenda Date:** 6/16/2026 **Agenda #:** 35.

AIR POLLUTION CONTROL DISTRICT

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign a FARMER Incentive Program Agreement with Bianchi Orchards, in an amount up to $11,625, effective upon execution by both parties and terminates three years from the date of installation

Financial Impact:
FARMER funding and associated Agreements are budgeted annually by the District.

Background Information:
The Tehama County Air Pollution Control District (District) administers multiple programs designed to reduce air pollution by incentivizing the purchase or retrofit of cleaner heavy-duty engines, including the Carl Moyer Low-Emission Equipment Incentive Program, the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) program, and the local AB 923 program. Under this Agreement, the District will provide up to $11,625.00 to Bianchi Orchards to replace an older, higher-emission 2016 John Deere Gator TX 4x2 equipped with a 15.5 horsepower gasoline engine with a new zero-emission John Deere Gator TE UTV equipped with a battery electric motor.

These incentive programs help local equipment owners modernize their equipment while also improving air quality in Tehama County. The Agreement outlines requirements and timelines for project completion, reporting, and the continued operation of the new equipment to ensure the emissions reduction benefits are achieved and maintained.
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Agreement Number _____

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

FARMER EQUIPMENT INCENTIVE PROGRAM

AGREEMENT

This Agreement (Agreement) is between the Tehama County Air Pollution Control District (District), a public agency of the State of California, and Bianchi Orchards, (Participant) the original applicant to the FARMER Program:

WHEREAS, Pursuant to California Health and Safety Code section 44275 et seq., the District may undertake programs that include, but are not limited to, financial assistance or other incentives to fleet operators and individuals for the purchase, conversion, or operation of low-emission motor vehicles and for the purchase and/or retrofit of heavy-duty engines; and

WHEREAS, on December 10, 2019 the Tehama County Air Pollution Control District Board of Directors approved Resolution 2019-129 authorizing the FARMER Program; and

WHEREAS, the FARMER Program provides incentives to fleet operators and individuals for the purchase and/or retrofit of heavy-duty engines, equipment operating at low-emission levels and zero emission UTV's; and

WHEREAS, Participant represents that the purchase described herein is NOT required by any local, state, and/or federal rule or regulation. For public agencies, controlling board policy does NOT require the purchase; and

WHEREAS, the California Air Resources Board (CARB), as an intended third party beneficiary, shall have the right to audit and enforce the terms of the Agreement at any time during the Agreement term to ensure emissions reductions are obtained;

NOW THEREFORE, the parties agree as follows:

1. Participant agrees to accept in full satisfaction thereof, an amount up to $11,625.00 for the purchase of a new John Deere Gator TE electric UTV subject to the terms of this Agreement.
2. This Agreement shall begin upon the execution of the Agreement by both parties and terminates three (3) years from the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection conducted in accordance with the FARMER Program and Carl Moyer Air Quality Standards Attainment Program guidelines, rules, regulations, policies and procedures. The foregoing term of the Agreement shall be divided into two timelines. The "project completion" timeline shall begin upon the execution of the Agreement and shall terminate on the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection. This timeline shall be completed no later than 180 days after execution of the Agreement unless extended by the Air Pollution Control Officer. The "project implementation" timeline shall begin upon the date that

the engine(s) or parts have been installed as confirmed by the District's post-inspection and shall terminate upon termination of this Agreement as set forth above.

3. All payments shall be made directly to the Participant. Payments shall be made only when Participant has previously paid for the purchase and the payment to Participant is a reimbursement. Participant also agrees that any work done prior to execution is at the Participants own cost and will not be reimbursed under this Agreement. Additionally, before any payment is made hereunder, an eligible invoice must be received by the District, and the District's post-inspection must be successfully completed to document the completion of the work specified in the invoice. The equipment/engines(s) must be operational before the payment is issued. Participant must submit an itemized invoice from the engine supplier (for repowers or retrofits) or paid invoices from the equipment owner (for new equipment) to receive final payment.

4. The Participant must submit copies of invoices that confirm installation of a digital odometer/hour meter. Each invoice must include an identification number, new engine and equipment serial numbers, odometer reading, and date service was provided. The Participant must also provide copies of any financing documents for the equipment described in Exhibit A.

5. The low-emission technology of the engine(s) shall be certified for sale or under experimental permit for operation in California and show at least a 30% reduction of NOx emissions compared to the applicable standard for that engine year and application in one of three ways:

   - California Air Resource Board (CARB) certification testing.
   - U.S. Environmental Protection Agency certification testing.
   - Emission testing at a laboratory approved by the U.S. Environmental Protection Agency, CARB, and or the District. The testing must be performed in a manner acceptable to the Air Pollution Control Officer.

6. Participant agrees that engine(s)/equipment covered under this Agreement meet all the eligibility requirements and shall be operated in a manner consistent with those eligibility requirements as described in the FARMER Program guidelines, rules, regulations, policies and procedures.

7. Participant shall cooperate with the District and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits from the project are real, quantifiable, surplus, and enforceable.

8. AB (Initial) The Participant agrees to the following motor vehicle title and or lien requirements:

   - If the vehicle type is issued a title by the Department of Motor Vehicles (DMV), the Participant will provide a copy of the replacement vehicle's title to the District. If the vehicle is not financed, the District shall be named as a lien holder for the vehicle. If the vehicle type is not issued

a title by the DMV, a Uniform Commercial Code (UCC) filing will be required.

- The Participant must be the legal owner of the replacement vehicle described in Exhibit A through the length of this Agreement.
- If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must add the District as lien holder and ensure that the District remains a lien holder on the replacement vehicle through the remainder of the Agreement's project implementation timeline.
- If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the reimbursement formula described in Exhibit A.
- If the equipment described in Exhibit A is repossessed by another lienholder, or otherwise levied upon, attached, seized, or removed from the Participant's possession through legal process, the Participant must reimburse the District in accordance with the Section 18 of this Agreement.

9. If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or reasonably suspects, that the event has occurred or is likely to occur:

   - The Participant suffers a catastrophic financial loss that impairs the Participant's ability to perform the conditions of this Agreement; or
   - The Participant files for bankruptcy; or
   - Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.

10. Participant shall complete and return all requested information and surveys sent from the Tehama County Air Pollution Control District, yearly, for at least three (3) years from the commencement of operation. Noncompliance with the reporting requirements shall require on-site monitoring or inspection by the District. Participant shall also maintain records related to this project and retain those records for at least three years after expiration of the term of this Agreement or three years after final payment hereunder, whichever is later. The District, CARB, or their designee may conduct a fiscal audit of the project and/or otherwise examine Participant's records at any time.

11. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A:

    Hours and location (s) of operation and Type of maintenance performed.

12. Participant shall maintain the equipment/engine(s) according to the manufacturer's specifications for the life of the project, and shall not tamper with the equipment/engine(s) in any manner. Participant agrees to maintain a working engine hours meter and/or an approved usage-measuring device on all engines for the duration of the contract and allow the District access

to the meter. If the hour meter fails, Participant shall immediately notify the District, and remains responsible for validating any hours not recorded by the hour meter. Participant must either repair or replace the non-operating meter or provide other documentation of equipment operating hours acceptable to the District.

13. Participant agrees that the District, CARB, or their designee will have access to project site to perform necessary monitoring and enforcement during the term of this Agreement.

14. The District and CARB shall have the authority to fine Participant and/or seek any other remedies available under the law for noncompliance with FARMER Program requirements or failure to fully perform under this Agreement.

15. Participant agrees that the replacement equipment/engine(s), authorized under this agreement by the Tehama County Air Pollution Control District FARMER Program, will be operated and maintained at least 75% of the time within the boundaries of the State of California throughout the life of the contract.

16. Participant agrees that the original equipment/engine(s) to be replaced by this program is the same as the equipment/engine(s) stated in Participant's application and restated in "Exhibit A" hereto. Said equipment/engine(s) will be destroyed immediately or otherwise rendered unusable immediately after new equipment/engine installation. The equipment/engine must be destroyed at a District approved dismantler and proof of destruction or usability shall be submitted to the District within 30 days of new equipment/engine installation.

17. Participant shall defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers from any and all losses, costs, damages, fines, or expenses (including attorney fees, court costs, and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any act or omission of Participant related to this Agreement, or which are related in any way to the engine(s) for which financial assistance or other incentives are received from the District by Participant.

18. _____ (Initial) Participant agrees that each engine will operate a minimum amount of usage as shown in Exhibit "A"- Performance Requirements during the term of this Agreement. Upon termination of this Agreement, if the engine fails to fulfill the minimum required operation, Participant shall return to the Tehama County Air Pollution Control District an amount based on the difference between the required operation amount and the actual amount operated, times the payback factor shown in Exhibit "A". The District reserves the right, in its sole discretion, to extend the duration of the contract if the engine fails to fulfill the minimum required operation.

Agreement Number _____

19. Participant acknowledges that receipt of this incentive prohibits application for any form of emission reduction credits for this project including: Emission Reduction Credit (ERC), Mobile Emission Reduction Credit (MERC) and/or Certificate of Advanced Placement (CAP), for all time, from Tehama County Air Pollution Control District or any other Air Quality Management or Air Pollution Control District.

20. AB (Initial) Participant agrees, by signing this contract for this project, the owner (or designee) shall not submit another application or sign another contract for the same specific equipment/engine(s) with any other source of FARMER or Carl Moyer funds, including but not limited to, other Districts or the Air Resources Board for a multi-District solicitation. Participant further certifies that Participant has not received any other incentive funding for the equipment/engine(s) covered under this Agreement. Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same equipment/engine(s) shall, at a minimum, be disqualified from funding for that equipment/engine(s) from all sources and may also be banned from submitting future applications to any and all FARMER or Carl Moyer Program solicitations. In addition, the District or CARB may levy fines and/or pursue other civil or criminal remedies for such conduct.

21. Participant agrees that if funds are not available from CARB, or the Tehama County Air Pollution Control District Board of Directors otherwise declines to appropriate funding for this Agreement, the District shall have the right to cancel this Agreement immediately without cost or penalty to the District or CARB.

22. Participant agrees that the District shall have the right to cancel this contract or withhold payment for non-compliance if the Participant does not meet the obligations of the contract.

23. Participant agrees to be responsible for all applicable taxes on all equipment/engine(s) purchased.

24. Participant hereby asserts that the purchase of low NOx emission engine(s) is a completely voluntary act; and the District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low NOx emission engine purchased by Participant.

25. This Agreement and any payments to Participant for compensation and expenses are subject to the provisions and limitations imposed by the California Health and Safety Code. District shall have no liability for payment of any compensation and expenses that are found to be in contravention to the California Health and Safety Code. Participant shall reimburse District for any compensation and expenses paid by District to Participant and later determined to be in contravention to the Health and Safety Code.

Agreement Number _____

26. The representative of Participant signing this Agreement on behalf of Participant (authorized signature) affirmatively states that he or she has legal authority to bind Participant to the terms of this Agreement.

27. Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Attn: FARMER Program Tehama County Air Pollution Control District P.O. Box 1169 Red Bluff, CA 96080 Phone: (530) 527-3717	Anne Bianchi Bianchi Orchards 10245 61st Ave. Los Molinos, CA 96055 Phone: (530) 526-9675

The address and/or contacts may be changed by written notice to the other party. Nothing shall preclude the giving of this information by personal service.

28. Participant shall maintain in force at all times during the term of this Agreement and extensions or modifications thereto, insurance in accordance with Exhibit "B". In the event Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.

29. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

30. No performance to be rendered or payment due under this Agreement may be delegated or assigned.

31. This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

Approved: Anne Bianchi Date 5/12/2026
Anne Bianchi, Owner

Approved: _____ Date _____
Joseph H. Tona, Air Pollution Control Officer
Tehama County Air Pollution Control District

Agreement Number _____

EXHIBIT "A"
PERFORMANCE REQUIREMENTS

PROJECT ID 27-011

The below listed equipment/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 18 of this Agreement.

Equipment/Engine Make and Model	Serial Number*	Project Life (years)	Recapture Amount (Payback Factor) ($/day)	Maximum Incentive Amount
New John Deere Gator TE UTV, equipped with a battery electric motor	TBD	3	$10.62	$11,625.00

*Serial Number will be filled in by the Tehama County Air Pollution Control District upon verification of project completion.

EXISTING ENGINE SPECIFICATIONS

The below listed equipment/engine(s) specifications must match the specifications turned in with the application, and be running at the time of pre-inspection.

Equipment/Engine Make, Model, and Year	Serial Number
2016 John Deere Gator TX 4x2, equipped with a 15.5 horsepower, gasoline engine	FJ400DC96001

Agreement Number _____

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. During the "project completion timeline," or for one year from the execution of this Agreement, whichever is longer, Participant shall, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

   COMMERCIAL/GENERAL LIABILITY: Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

   "Claims made" policies are unacceptable.

   Minimum Limits: $1,000,000 combined single limit, on an occurrence policy form.

   WORKERS COMPENSATION: If Participant has employees, he/she shall obtain and maintain continuously workers' compensation insurance as required by California law to cover Participant and Participant's employees and partners.

2. Participant shall maintain in force at all times during the term of this Agreement property insurance in an amount of not less than the replacement value of the equipment/engine(s) subject to this Agreement, and covering all risks of loss, damage or destruction of such equipment/engine(s). The policy shall list the Tehama County Air Pollution Control District as loss payee.

3. With regard to all insurance provided as required hereunder:

   Notice of Cancellation: Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of Participant's insurance premium is permissible.

   Supplementary Payments: The above-stated limits of liability coverage for Commercial/ General Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.

   Participant's Insurance Primary: The Participant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT,

it officials, trustees, agents, employees or volunteers shall be excess to the Participants insurance and shall not contribute with it.

Acceptability of Insurer: Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.

Exceptions: Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT.

4. Verification of Coverage:

Participant shall furnish the DISTRICT with insurance or self-insurance and/or original endorsement(s) and/or binder(s) affecting coverage required herein, as directed by the DISTRICT. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If Participant provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess Participant's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he finds that sufficient coverage will not be afforded to the DISTRICT.

E-Contract Review
Approval as to Form

Department Name: Tehama County Air Pollution Control District

Vendor Name: Bianchi Orchards

Document Description: Agreement for FARMER Program

APPROVED AS TO FORM:

Date: 5/28/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0895 **Agenda Date:** 6/16/2026 **Agenda #:** 36.

AIR POLLUTION CONTROL DISTRICT

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign a CARL MOYER Incentive Program Agreement with Cheryl Forbes, in an amount up to $55,000, effective upon execution by both parties and terminates three years from the date of installation

Financial Impact:
CARL MOYER, FARMER funding, and associated Agreements are budgeted annually by the District.

Background Information:
The Tehama County Air Pollution Control District (District) administers multiple programs designed to reduce air pollution by incentivizing the purchase or retrofit of cleaner heavy-duty engines, including the Carl Moyer Low-Emission Equipment Incentive Program, the Funding Agricultural Replacement Measures for Emission Reductions (FARMER) program, and the local AB 923 program. Under this Agreement, the District will provide up to $55,000 to Cheryl Forbes to replace an older, higher-emission 1985 Case 580 Super E Tractor-Loader with a new lower-emission Case CE TV450B CAB Tractor-Loader equipped with a 90 BHP Diesel Fired Engine.

These incentive programs help local equipment owners modernize their equipment while also improving air quality in Tehama County. The Agreement outlines requirements and timelines for project completion, reporting, and the continued operation of the new equipment to ensure the emissions reduction benefits are achieved and maintained.

Agreement Number _____

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT

CARL MOYER LOW-EMISSION EQUIPMENT INCENTIVE PROGRAM

AGREEMENT

This Agreement (Agreement) is between the Tehama County Air Pollution Control District (District), a public agency of the State of California, and Cheryl Forbes (Participant) the original applicant to the Carl Moyer Program:

WHEREAS, Pursuant to California Health and Safety Code section 44275 et seq., the District may undertake programs that include, but are not limited to, financial assistance or other incentives to fleet operators and individuals for the purchase, conversion, or operation of low-emission motor vehicles and for the purchase and/or retrofit of heavy-duty engines; and

WHEREAS, on January 5, 2021, the Tehama County Air Pollution Control District Board of Directors approved Resolution 2021-2 authorizing the "Low-Emission Engine/Vehicle Program;" and

WHEREAS, the "Low-Emission Engine/Equipment Program" provides incentives to fleet operators and individuals for the purchase and/or retrofit of heavy-duty engines and equipment operating at low-emission levels; and

WHEREAS, Participant represents that the purchase described herein is NOT required by any local, state, and/or federal rule or regulation. For public agencies, controlling board policy does NOT require the purchase; and

WHEREAS, the California Air Resources Board (CARB), as an intended third-party beneficiary, shall have the right to audit and enforce the terms of the Agreement at any time during the Agreement term to ensure emissions reductions are obtained;

NOW THEREFORE, the parties agree as follows:

1. Participant agrees to accept in full satisfaction thereof, an amount up to $55,000.00 for the purchase of a new Case CE TV450B CAB tractor-loader, equipped with a 90-horsepower diesel fired engine, subject to the terms of this Agreement.
2. This Agreement shall begin upon the execution of the Agreement by both parties and terminates three (3) years from the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection conducted in accordance with the Carl Moyer Air Quality Standards Attainment Program guidelines, rules, regulations, policies and procedures. The foregoing term of the Agreement shall be divided into two timelines. The "project completion" timeline shall begin upon the execution of the Agreement and shall terminate on the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection. This timeline shall be completed no later than 180 days after execution of the Agreement unless extended by the Air Pollution Control Officer. The "project

implementation" timeline shall begin upon the date that the engine(s) or parts have been installed as confirmed by the District's post-inspection and shall terminate upon termination of this Agreement as set forth above.

3. All payments shall be made directly to the Participant. Payments shall be made only when Participant has previously paid for the purchase and the payment to Participant is a reimbursement. Participant also agrees that any work done prior to execution is at the Participants own cost and will not be reimbursed under this Agreement. Additionally, before any payment is made hereunder, an eligible invoice must be received by the District, and the District's post-inspection must be successfully completed to document the completion of the work specified in the invoice. The equipment/engines(s) must be operational before the payment is issued. Participant must submit an itemized invoice from the engine supplier (for repowers or retrofits) or paid invoices from the equipment owner (for new equipment) to receive final payment.

4. The Participant must submit copies of invoices that confirm installation of a digital odometer/hour meter. Each invoice must include an identification number, new engine and equipment serial numbers, odometer reading, and date service was provided. The Participant must also provide copies of any financing documents for the equipment described in Exhibit A.

5. The low-emission technology of the engine(s) shall be certified for sale or under experimental permit for operation in California and show at least a 30% reduction of NOx emissions compared to the applicable standard for that engine year and application in one of three ways:

   - California Air Resource Board (CARB) certification testing.
   - U.S. Environmental Protection Agency certification testing.
   - Emission testing at a laboratory approved by the U.S. Environmental Protection Agency, CARB, and or the District. The testing must be performed in a manner acceptable to the Air Pollution Control Officer.

6. Participant agrees that engine(s)/equipment covered under this Agreement meet all the eligibility requirements and shall be operated in a manner consistent with those eligibility requirements as described in the Carl Moyer Air Quality Standards Attainment Program guidelines, rules, regulations, policies and procedures.

7. Participant shall cooperate with the District and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits from the project are real, quantifiable, surplus, and enforceable.

8. _____ (Initial) The Participant agrees to the following motor vehicle title and or lien requirements:

   - If the vehicle type is issued a title by the Department of Motor Vehicles (DMV), the Participant will provide a copy of the replacement vehicle's title to the District. If the vehicle is not financed, the District shall be named as a lien holder on the title of the vehicle. If the vehicle type is

not issued a title by the DMV, a Uniform Commercial Code (UCC) filing will be required.

- The Participant must be the legal owner of the replacement vehicle described in Exhibit A through the length of this Agreement.
- If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must add the District as lien holder to the title and ensure that the District remains a lien holder on the replacement vehicle through the remainder of the Agreement's project implementation timeline.
- If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the reimbursement formula described in Exhibit A.
- If the equipment described in Exhibit A is repossessed by another lienholder, or otherwise levied upon, attached, seized, or removed from the Participant's possession through legal process, the Participant must reimburse the District in accordance with the Section 18 of this Agreement.

9. If either of the events listed in this paragraph occur, the Participant must notify the District within 30 days of the date Participant knows, or reasonably suspects, that the event has occurred or is likely to occur:

   - The Participant suffers a catastrophic financial loss that impairs the Participant's ability to perform the conditions of this Agreement; or
   - The Participant files for bankruptcy; or
   - Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.

10. Participant shall complete and return all requested information and surveys sent from the Tehama County Air Pollution Control District, yearly, for at least three (3) years from the commencement of operation. Noncompliance with the reporting requirements shall require on-site monitoring or inspection by the District. Participant shall also maintain records related to this project and retain those records for at least three years after expiration of the term of this Agreement or three years after final payment hereunder, whichever is later. The District, CARB, or their designee may conduct a fiscal audit of the project and/or otherwise examine Participant's records at any time.

11. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit A:

    Hours and location(s) of operation and type of maintenance performed.

12. Participant shall maintain the equipment/engine(s) according to the manufacturer's specifications for the life of the project and shall not tamper with the equipment/engine(s) in any manner. Participant agrees to maintain a working engine hours meter and/or an approved usage-measuring device on all engines for the duration of the contract and allow the District access to the meter. If the hours meter fails, Participant shall immediately notify the

District, and remains responsible for validating any hours not recorded by the hour meter. Participant must either repair or replace the non-operating meter or provide other documentation of equipment operating hours acceptable to the District.

13. Participant agrees that the District, CARB, or their designee will have access to project site to perform necessary monitoring and enforcement during the term of this Agreement.

14. The District and CARB shall have the authority to fine Participant and/or seek any other remedies available under the law for noncompliance with Carl Moyer Program requirements or failure to fully perform under this Agreement.

15. Participant agrees that the replacement equipment/engine(s), authorized under this agreement by the Tehama County Air Pollution Control District Carl Moyer Program, will be operated and maintained at least 75% of the time within the boundaries of the State of California throughout the life of the contract.

16. Participant agrees that the original equipment/engine(s) to be replaced by this program is the same as the equipment/engine(s) stated in Participant's application and restated in "Exhibit A" hereto. Said equipment/engine(s) will be destroyed immediately or otherwise rendered unusable immediately after new equipment/engine installation. The District can personally observe the Participants destruction of the equipment/engine block or proof of destruction or usability shall be submitted to the Tehama County Air Pollution Control District office within 30 days of new equipment/engine installation. Equipment/engine destruction may include but is not limited to: salvage receipt (with serial number), putting a hole (at least three inches in diameter and irregular in shape) in the engine block AND oil pan (with accompanying photos with serial numbers visible in photo), welding the cylinder(s) to prevent re-use AND hole in the oil pan, or any other means acceptable to the Tehama County Air Pollution Control District. Participant shall defend, indemnify, and hold harmless District, its officers, agents, employees, and volunteers from any and all losses, costs, damages, fines, or expenses (including attorney fees, court costs, and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any act or omission of Participant related to this Agreement, or which are related in any way to the engine(s) for which financial assistance or other incentives are received from the District by Participant.

17. CAK (Initial) Participant agrees that each engine will operate a minimum amount of usage as shown in Exhibit "A"- Performance Requirements during the term of this Agreement. Upon termination of this Agreement, if the engine fails to fulfill the minimum required operation, Participant shall return to the Tehama County Air Pollution Control District an amount based on the difference between the required operation amount and the actual amount operated, times the payback factor shown in Exhibit "A". The District

reserves the right, in its sole discretion, to extend the duration of the contract if the engine fails to fulfill the minimum required operation.

18. Participant acknowledges that receipt of this incentive prohibits application for any form of emission reduction credits for this project including: Emission Reduction Credit (ERC), Mobile Emission Reduction Credit (MERC) and/or Certificate of Advanced Placement (CAP), for all time, from Tehama County Air Pollution Control District or any other Air Quality Management or Air Pollution Control District.

19. _____ (Initial) Participant agrees, by signing this contract for this project, the owner (or designee) shall not submit another application or sign another contract for the same specific equipment/engine(s) with any other source of Carl Moyer funds, including but not limited to, other Districts or the Air Resources Board for a multi-District solicitation. Participant further certifies that Participant has not received any other incentive funding for the equipment/engine(s) covered under this Agreement. Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same equipment/engine(s) shall, at a minimum, be disqualified from funding for that equipment/engine(s) from all sources and may also be banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, the District or CARB may levy fines and/or pursue other civil or criminal remedies for such conduct.

20. Participant agrees that if funds are not available from CARB, or the Tehama County Air Pollution Control District Board of Directors otherwise declines to appropriate funding for this Agreement, the District shall have the right to cancel this Agreement immediately without cost or penalty to the District or CARB.

21. Participant agrees that the District shall have the right to cancel this contract or withhold payment for non-compliance if the Participant does not meet the obligations of the contract.

22. Participant agrees to be responsible for all applicable taxes on all equipment/engine(s) purchased.

23. Participant hereby asserts that the purchase of low NOx emission engine(s) is a completely voluntary act; and the District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low NOx emission engine purchased by Participant.

24. This Agreement and any payments to Participant for compensation and expenses are subject to the provisions and limitations imposed by the California Health and Safety Code. District shall have no liability for payment of any compensation and expenses that are found to be in contravention to the California Health and Safety Code. Participant shall reimburse District for any compensation and expenses paid by District to Participant and later determined to be in contravention to the Health and Safety Code.

Agreement Number _____

25. The representative of Participant signing this Agreement on behalf of Participant (authorized signature) affirmatively states that he or she has legal authority to bind Participant to the terms of this Agreement.

26. Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Tehama County Air Pollution Control District Attn: Carl Moyer Program P.O. Box 1169 Red Bluff, CA 96080 Phone: (530) 527-3717	Cheryl Forbes 22070 Forbes Way Red Bluff, CA 96080 Phone: (530) 209-5744

The address and/or contacts may be changed by written notice to the other party. Nothing shall preclude the giving of this information by personal service.

28. Participant shall maintain in force at all times during the term of this Agreement and extensions or modifications thereto, insurance in accordance with Exhibit "B". In the event Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.

29. This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

30. No performance to be rendered or payment due under this Agreement may be delegated or assigned.

31. This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

Approved: _____ Date 5/13/2026
Cheryl Forbes, Owner

Approved: _____ Date _____
Joseph H. Tona, Air Pollution Control Officer
Tehama County Air Pollution Control District

Agreement Number _____

EXHIBIT "A"
PERFORMANCE REQUIREMENTS

PROJECT ID 27-012

The below listed equipment/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 18 of this Agreement.

Equipment/Engine Make and Model	Serial Number*	Minimum Yearly Usage (hours)	Project Life (years)	Recapture Amount (Payback Factor) ($/hr)	Maximum Funding Amount
Case CE TV450B CAB Tractor-Loader, equipped with a 90 BHP Diesel Fired Engine	TBD	450 hrs	3	$40.74	$55,000.00

*Serial Number will be filled in by the Tehama County Air Pollution Control District upon verification of project completion.

EXISTING ENGINE SPECIFICATIONS

The below listed equipment/engine(s) specifications must match the specifications turned in with the application and be running at the time of pre-inspection.

Equipment/Engine Make, Model, and Year	Serial Number
1985 Case 580 Super E Tractor-Loader, equipped with a 63 BHP Diesel Fired Engine	44139276

Agreement Number _____

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. During the "project completion timeline," or for one year from the execution of this Agreement, whichever is longer, Participant shall, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

   COMMERCIAL/GENERAL LIABILITY: Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Completed Operations.

   "Claims made" policies are unacceptable.

   Minimum Limits: $1,000,000 combined single limit, on an occurrence policy form.

   WORKERS COMPENSATION: If Participant has employees, he/she shall obtain and maintain continuously workers' compensation insurance as required by California law to cover Participant and Participant's employees and partners.

2. Participant shall maintain in force at all times during the term of this Agreement property insurance in an amount of not less than the replacement value of the equipment/engine(s) subject to this Agreement, and covering all risks of loss, damage or destruction of such equipment/engine(s). The policy shall list the Tehama County Air Pollution Control District as loss payee.

3. With regard to all insurance provided as required hereunder:

   Notice of Cancellation: Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of Participant's insurance premium is permissible.

   Supplementary Payments: The above-stated limits of liability coverage for Commercial/ General Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.

   Participant's Insurance Primary: The Participant's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT,

its officials, trustees, agents, employees, or volunteers shall be excess to the Participants insurance and shall not contribute with it.

Acceptability of Insurer: Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.

Exceptions: Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT.

4. Verification of Coverage:

Participant shall furnish the DISTRICT with insurance or self-insurance and/or original endorsement(s) and/or binder(s) affecting coverage required herein, as directed by the DISTRICT. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If Participant provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess Participant's capability of providing such self-insurance. The APCO may reject self-insurance coverage where he finds that sufficient coverage will not be afforded to the DISTRICT.

E-Contract Review
Approval as to Form

Department Name: Tehama County Air Pollution Control District

Vendor Name: Cheryl Forbes

Document Description: Agreement for Carl Moyer Program

APPROVED AS TO FORM:

Date: 3/24/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0975 **Agenda Date:** 6/16/2026 **Agenda #:** 37.

AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)
a) AGREEMENT/RESOLUTION - Request adoption of a Resolution approving and authorizing the Air Pollution Control Officer (APCO) to sign the California Air Resources Board FY 25-26 Community Air Protection Program Grant Agreement #G25-CAPP-29 for funding in the amount of $29,355, effective 5/1/26 and shall terminate 6/30/30

Financial Impact:
This grant Agreement provides $29,355 in funding for implementation of AB-617 Nonvehicular air pollution: criteria air pollutants and toxic air contaminants. No match funding is required.

Background Information:
Assembly Bill 617 (AB-617) was signed into law by the Governor on July 26, 2017. AB 617's goal is to improve air quality in communities most impacted by air pollution. This grant provides funding for implementation of AB-617 which may support developing the schedule of Best Available Retrofit Control Technology and developing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process and determination of sources of air pollution exposure, developing rules, and more. Adopting the resolution and approval of the APCO to accept the grant award will enable the District to offset the cost to implement the mandates of AB-617.

RESOLUTION _____
BEFORE THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT
BOARD OF DIRECTORS
AUTHORIZING GRANT AGREEMENT WITH THE CALIFORNIA AIR RESOURCES BOARD TO IMPLEMENT AB 617 COMMUNITY AIR PROTECTION PROGRAM FOR FISCAL YEAR 2025-2026

WHEREAS, in 2017 the California Legislature passed and the Governor signed Assembly Bill (AB) 617 titled the "Community Air Protection Program";

WHEREAS, AB 617 requires the California Air Resources Board (CARB) to improve air pollution data collection and reporting, requires expedited pollution control retrofits at large stationary sources, increases penalties for air pollution violations, requires enhanced air pollution monitoring in certain communities, requires CARB to adopt a statewide emissions reduction strategy focusing on pollution-burdened communities, and requires CARB and local air districts to implement community emissions reduction programs;

WHEREAS, funding was provided for related expenses necessary to implement AB 617 in the state FY 2025-2026 budget;

WHEREAS, the Tehama County Air Pollution Control District (District) has been approved by CARB for a grant of $29,355 to assist the District in the implementation of District responsibilities for the implementation of AB 617;

WHEREAS, CARB requires a Board resolution authorizing the District to sign the Grant Agreement and accept funding; and

NOW, THEREFORE, BE IT RESOLVED, that the Tehama County Air Pollution Control District Board, authorizes the Air Pollution Control Officer (APCO) to sign the Community Air Protection Program Grant Agreement with CARB to execute all other necessary documents to implement and carry out the purposes of this resolution.

BE IT FURTHER BE IT RESOLVED, the Tehama County Air Pollution Control District Board hereby authorizes the APCO to accept any allocated and awarded funds to the District under the Community Air Protection Program Grant Agreement.

The foregoing resolution was offered on a motion by Director _____, seconded by Director _____ and adopted by the following vote of the Board.

AYES:

NOES:

ABSENT OR NOT VOTING:
STATE OF CALIFORNIA)
)ss
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control Board of the County of Tehama, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by said Air Pollution Control District Board on the ____ day of _____, 2026.

Dated: This _____ day of _____, 2026.

Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control District Board of the County of Tehama, State of California

by_____

Deputy

Grant Agreement Cover Sheet

1. Grant Agreement Cover Sheet

Grant Number: G25-CAPP-29	
Name of Grant Program: Community Air Protection Program	
Grantee Name: Tehama County Air Pollution Control District	
Taxpayer's Federal Employer Identification Number: 94-6000543	
Total Grant Amount Not to Exceed: $29,355.00	
Amount Spelled Out: Twenty-Nine Thousand Three Hundred Fifty-Five Dollars and Zero Cents	
Start Date: 5/1/2026	End Date: 6/30/2030

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

2. Other Special Terms

Other Special Terms: In accordance with Senate Bill (SB) 105, Chapter 104, SEC. 155, provisions subject to Section 15.14, twenty-five percent (25%) of the Fiscal Year 2025-2026 GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount after the fourth quarter Cap-and-Invest auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

3. Exhibits

Exhibit A - Grant Provisions, General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until this Agreement is signed by both parties and grantee receives written approval from CARB to commence performance.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

4. Grantee

Grantee's Name: Tehama County Air Pollution Control District	
Grantee's Authorized Signatory Name (print or type): Joseph Toma	
Signature of Grantee (as authorized in resolution, letter of commitment, or letter of designation):	
Title: APCO	Date: 4-28-26
Grantee's Address (including street, city, state, and zip code): 1834 Walnut Street, Red Bluff, California 96080	

5. State of California

State Agency Name: California Air Resources Board	
CARB's Authorized Signatory Name (Print or Type): Rajdeep Kaur	
Signature of CARB's Authorized Signatory: Rajdeep Kaur Digitally signed by Rajdeep Kaur Date: 2026.04.29 15:05:32 -07'00'	
Title: Supervisor II	Date: 4/29/2026
State Agency Address: 1001 I Street, Sacramento, CA 95814	

Exhibit A – Grant Provisions, General Terms and Conditions

1. Use of Terms:

   a. This Grant Agreement ("Grant" or "Grant Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the entity named in the coversheet to this Grant (hereinafter referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.

   b. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.

   c. "Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.

   d. "Day" or "days" means calendar days, unless expressly noted otherwise.

   e. "Grant Funds" means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases "Grant Funds" and "Grant Award" have the same meaning and are used interchangeably.

2. Grant Objectives:

   CARB is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support implementation activities that reduce emissions and improve public health in communities with high burdens of cumulative pollutant exposure,

consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).

a. In accordance with Senate Bill (SB) 105, section 15.14, 25 percent of the Fiscal Year 2025-2026 local air district implementation GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.
b. This Grant Award provides funding to implement the Community Air Protection Program consistent with the goals of Assembly Bill 617 (Chapter 136, Statutes of 2017). Funds for implementation pursuant to Assembly Bill 617 may support selecting locations and deploying community air monitoring systems, deploying fence-line monitoring, developing an expedited schedule for requiring best available retrofit control technology, and developing and implementing Community Emissions Reduction Programs which includes efforts to improve community capacity to participate in the process, such as the provision of stipends for community steering committee (CSC) members in selected communities to the extent allowed by law, determining the proportional contribution of sources to air pollution exposure, developing rules, staff support, collecting data and reporting and other related tasks. For those air districts with communities selected by the CARB Board pursuant to Assembly Bill 617, these funds must be prioritized to support the required development and implementation of their Community Emissions Reduction Program(s) and/or Community Air Monitoring Plan(s).
c. With CARB's assistance and direction, the Grantee will implement reporting procedures for applicable funded projects as specified in the CCI Funding Guidelines and applicable guidelines or guidance document approved by

CARB, including applicable project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.

d. The Grantee will continue to monitor the ongoing implementation of the requirements of AB 617 and will work with CARB to address any new priorities, as they are developed to support the community air quality protection goals of AB 617.
e. The Grantee and CARB will work together to determine the feasibility of addressing any implementation of new community priorities.

3. District Governing Board Approval:

The Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Community Air Protection Project Liaison on or before the disbursement deadline.

4. Additional Remedies for Non-Compliance:

a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse

of Grant funds, or fraud. CARB also reserves the right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.

b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.

c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

5. Additional Required Terms for Grant Recipient Agreements Funded by This Grant:

All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or feasible as determined by Grantee:

a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and

for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.
d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's

agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement, and, upon request by CARB, to send to CARB a copy of said agreement.

e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

f. Compliance With Air Quality Laws: Grant Recipient warrants and represents that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with

Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.

g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.
h. Related Agreements must also contain, at a minimum, all of the following:
    i. A clear and accurate description of the material, products, or services to be procured.
    ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the grant program guidelines.

iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.

iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.

vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 47 – Survival below.

vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest;; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

6. Advance Payments:
   a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.
   b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code section 39603.1, title 17 of the California Code of Regulations (C.C.R.) Sections 91040 to 91044, and Government Code section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this section to the extent they conflict.
   c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:
      i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.
      ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.
      iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.
      iv. The Grantee is either a small air district or meets all of the following criteria:
         1. Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.
         2. Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise

Tax Board or Internal Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may provide proof of such exemption in lieu of demonstrating good standing.

3. Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.
4. Reports to CARB any material changes to the spending plan within 30 days of the material change. "Material Changes" means a change to the spending plan of twenty-five (25) percent or more in any line item in the spending plan.

d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
e. Grantee may, only if allowed by an applicable program guideline or guidance document, provide advance payment of Grant Funds to Grant Recipients, where the Grant Recipient(s) is within the scope of "Recipient Entity," as defined in Health and Safety Code section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:
   i. Advance payment to Grant Recipients is subject to prior approval from CARB.
   ii. Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant

Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.

iii. CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-resourced communities, or organizations with modest reserves and potential cashflow problems.

iv. The advance pay shall not exceed 25 percent of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.

v. Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.

vi. The qualifying Grant Recipient shall:

1. Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
2. Submit a certification to CARB of compliance with subsections 3) through 11) below, for each Advance Payment Request Form.
3. Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.

4. Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
5. Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, section 91041, subd. (k), developed in a form and manner specified by CARB.
6. Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.
7. Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.
8. Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure

the expenditure of those funds in a timely manner, as determined by the CARB.

9. Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB.
10. Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.
11. Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than 30 calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
g. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit annual fiscal accounting reports consistent with the Reporting section of this grant agreement.

7. Alternative Enforcement:

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

8. Amendment:

   No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least thirty (30) days prior to the Grant term end date. Grantee recognizes that CARB continues to implement AB 617, including through the implementation of the Community Air Protection Program Blueprint (Blueprint). Grantee agrees that grant funds may not be used for purposes or activities contrary to the Blueprint. Grantee agrees that this grant agreement may be amended, upon mutual agreement of the parties, to reflect any additional terms needed to ensure consistency with the Blueprint. Amendments must be submitted to CARB by February 28, 2030.

9. Americans With Disabilities Act (ADA):

   Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.1, level AA (upon the effective date applicable to air districts under 28 C.F.R. § 35.200(b)(2)), and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do

not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.
b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.
c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

10. Assignment:

This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.

11. Audit:

Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded implementation activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

12. Authority:

Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.

13. Availability Of Funds:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.

14. California Climate Investments:

Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (http://www.caclimateinvestments.ca.gov/logo-graphics-request/). Below are specific requirements for acknowledgement.

The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "This is funded with Grant funds awarded to the air district to implement the Community Air Protection Program consistent with goals of Assembly Bill 617 and is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Invest, formerly known as Cap-and-Trade, dollars to work reducing greenhouse gas

emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: "Esto está financiado con fondos de subvención otorgados al distrito de aire para implementar el Programa de Protección del Aire Comunitario de acuerdo con los objetivos de la Ley de la Asamblea (AB, por sus siglas en inglés) 617 y forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Invest, anteriormente conocido Cap-and-Trade, para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja."

The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo

15. Compliance With Law:

Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any

agreement funded by this Grant.

16. Computer Software and Project Data:

"Project Information Resources" means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Computer software developed or substantially modified using primarily Grant Funds must include a copyleft license comparable to GNU General Public License v3.0 (GPLv3) (available at https://www.gnu.org/licenses/gpl-3.0.html) or later version if the software source code is intended to be licensed or otherwise released to the public. Other copyrightable Project Information Resources developed or substantially modified using primarily Grant Funds that are intended to be shared forward by the public must include a copyleft license comparable to Creative Commons Attribution Share Alike license version 4.0 or later (available at https://creativecommons.org/licenses/by-sa/4.0/legalcode.en). Exceptions to the copyleft license requirement of this subsection include where:

a. The sharing of the material is restricted by law or regulation;
b. The sharing of the material would create a risk to the detriment of national security, confidentiality of State, Grantee or Grantee Recipient information, or individual privacy;
c. The sharing of the material would create a risk to the stability, security, or integrity of the systems or personnel of the State, Grantee, Grant Recipient or of the material's owner;

d. The sharing of the material would create a risk to the State's, Grantee's, Grant Recipient's, or the material owner's, mission, programs, or operations.

CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost, royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to use, reproduce, share, publish, translate, and make collective works of the Project Information Resources, including computer software executable files but excluding for this license to CARB any computer source code, subject to applicable law on privacy and confidentiality. Grantee shall require Grant Recipients to grant CARB similar license rights to the extent Grant Recipient has the right to do so.

Grantee certifies that it has appropriate systems and controls in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other intellectual property laws. Grantee shall require Grant Recipients to make similar certifications.

17. Confidentiality:

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17,

sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

18. Conflict Of Interest:

Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

19. Construction:

This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

20. Cumulative Remedies:

The rights and remedies of the Parties to this Grant Agreement, whether pursuant

to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

21. Disbursement Deadline:

    The funds specified in this Grant Agreement must be disbursed by CARB to Grantee by June 30, 2028.

22. Disbursement Request:

    The Grantee shall initially submit a draft Grant Disbursement Request to the CARB Project Liaison to complete a Grant Disbursement Request package pre-review. Grantee shall submit all Grant Disbursement Requests to CARB's Accounting Branch at grants@arb.ca.gov with a CC to AB617projectliaison@arb.ca.gov. Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.
    Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2028 to ensure adequate time for processing prior to the end of CARB's fiscal year.

23. Disputes:

    Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB.

Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant Agreement. Such resolution may include termination of the Grant Agreement per Section 53 – Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 30 – Force Majeure.

24. Earned Interest:

a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the Program in a manner consistent with applicable grant program guidelines, guidance document, this Grant Agreement, or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.
d. Grantee shall maintain accounting records (e.g., general ledger) that track earned interest accrued and expended, as follows:
    i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.

ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.

iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.

e. Earned interest must be fully expended to the eligible grant-related expenses as outlined in the Grant Provisions, or applicable program guidance document when available.

f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.

g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the Annual Reports and the final Status Report. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any Annual Reports or the Final Status Report, and Grantee shall fully cooperate and comply will all such requests.

25. <u>Electric Vehicle Charging Infrastructure and Equipment:</u>

Grantee must ensure the following requirements are included in all Grant Recipient agreements for electric vehicle charging infrastructure funded with Grant Funds, in whole or in part:

a. Installation:

i. Prior to authorizing work, a Grant Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles must:

(a) Certify that the project will comply with Public Utilities Code Section 740.20 (Section 740.20) requirements or describe why the requirements do not apply to the project. The certification shall be signed by the Grant Recipient's authorized representative. For the purpose of this requirement, the certification may be included as a provision contained in the agreement with the Grant Recipient.

(b) Acknowledge that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install electric vehicle charging infrastructure or equipment shall be submitted after work is completed as a condition of reimbursement.

ii. Evidence such as Certification Numbers are not required to be obtained by Grantee if the Section 740.20 requirements do not apply to a project.

iii. Prior to remitting payment to a Grant Recipient, Grantee shall collect all Section 740.20 Certifications to ensure the project complied with all Section 740.20 requirements, where applicable, and shall retain Certification Numbers in accordance with Grantee's records retention schedule.

iv. The requirements of this section do not apply to any of the following:

(a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility;

(b) Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Sub-article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations); and

(c) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

b. Reporting:

Under Public Resources Code Section 25231.5, the California Energy Commission (CEC) is required to develop uptime recordkeeping and reporting standards for electric vehicle chargers "EVCs" that will apply to State-funded EVCs installed between January 1, 2024, and January 1, 2035. Grantee shall require Grant Recipients for the installation of AC Level 2 and Direct Current Fast Charger (DCFC) EVCs to comply with the CEC standards as required by Section 25231.5, for a minimum of 6 years, unless the CEC decides a longer time span is more appropriate. The requirements in this section do not apply to EVCs that are excluded under California Code of Regulations, title 20, section 3120 et seq., including but not limited to:

i. Temporary chargers;
ii. Off-grid chargers;
iii. Private residential chargers, including chargers used solely for private use by residents of a residential real property containing four or fewer dwelling units, or any charger used solely for private use by residents of a single unit of a residential real property containing more than four dwelling units for which one or more of the residents of that unit would be the exclusive charging station operator(s) or site host(s) of the charger; and,
iv. Research chargers.

26. Entire Agreement:

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

27. Environmental Justice:

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in

a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.

28. Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

29. Fiscal Management Systems and Accounting Standards:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of individual Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

30. Force Majeure:

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the

performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

31. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:

Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with applicable laws, including California Constitution, article XVI, section 5, and article IX, section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, section 5, and article IX, section 8. Failure by Grantee to provide any information requested by CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

32. GenAI Use and Reporting:

a. Definitions:
    i. "Generative AI (GenAI)" means "an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data." (Gov. Code § 11549.64.)
    ii. "Deliverable" means "software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items."
b. Grantee must notify CARB in writing, within 15 days, or a longer period agreed to by CARB, and require their Grant Recipients to notify CARB in writing in the same timeframe, if they:

i. Intend to provide GenAI as a deliverable to CARB; or,

ii. Intend to utilize any previously unreported GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:

(a) Functionality of a State system;

(b) Risk to the State; or,

(c) Performance under this Grant Agreement.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to CARB's Project Liaison identified in this Grant Agreement.

d. At the direction of CARB, Grantee shall discontinue, and require their Grant Recipients to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a State system, risk to the State, or Grant performance, as determined by CARB.

e. If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Grant Recipients, which may include incorporating the GenAI Special Provisions into these agreements, at no additional cost to the State.

f. CARB, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with Grant Recipients, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any

and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

33. Governing Law and Venue:

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

34. Grantee's Responsibility for Work:

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

35. Incorporated Documents:

Grantee will administer this Grant according to the requirements described in the following documents, which are incorporated by reference into and made a part of this Grant Agreement:

a. Grant Agreement Cover Sheet
b. Exhibit A – Grant Provisions, General Terms and Conditions
c. As applicable, related guidelines or guidance document, related Program Advisories, Mail-Outs, and Executive Orders currently issued or updated during the grant performance period.

d. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).
e. Advance Payment Request Form

36. Indemnification:

Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

37. Independent Contractor:

Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

38. Insurance:

Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.
If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business day) notify CARB of this fact and shall comply with all of the terms and conditions

of this Section pertaining to insurance requirements.

39. Labor Compliance for Drayage and Short-Haul:

Grantee shall ensure that all agreements with any and all Grant Recipients who receive or use any Grant Funds to purchase, or lease for greater than one year, new drayage or short-haul trucks contain a requirement that as a condition of Grant Fund receipt or use and as a condition of participation in the Program, Grant Recipients must comply at all times with all applicable provisions of California Health and Safety Code sections 39680 through 39693, which require Grant Recipients to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.

40. Liquidation and Return of Funds:

Funds not liquidated by June 30, 2030 must be returned to CARB by September 30, 2030. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.
In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 5.c above. Grantee shall report to CARB any Grant Funds committed in

executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

41. Nondiscrimination:

a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
d. Grantee shall permit access by representatives of the California Civil Rights Department or CARB, upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
e. Grantee acknowledges and agrees that, pursuant to Government Code section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code section 11135 or section 12900 et seq., or any of the provisions of California Civil Code sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code sections 11136 and 12960 et seq.
f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB or the California Civil Rights Department, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.
h. Grantee shall include the provisions of this Nondiscrimination Section in all

contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this Section and take appropriate remedial action as required by law or by CARB.

42. Office of Foreign Asset Control:

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.
Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

43. Order of Precedence:

In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet
b. Exhibit A – Grant Provisions, General Terms and Conditions
c. All other Exhibits incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement Cover Sheet.

44. Paragraph Headings:

The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

45. Personally Identifiable Information (PII):

Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

46. Prevailing Wages and Labor Compliance:

Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

47. Project Equipment:

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee.

All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

When Project Equipment is no longer needed for the original program purpose, Grantee must request disposition instructions from CARB. However, equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of without requesting disposition instructions from CARB.

48. Professionals:

Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

49. Reporting:

Required reporting includes the following:

a. California Climate Investments:

With CARB assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CARB Funding Guidelines for Agencies that Administer California Climate Investments* (Funding Guidelines) and from an applicable CARB issued program guidance document if available. Reporting procedures are to provide CARB program level information, including applicable project location information to document benefits to priority populations, applicable vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, public outreach events, additional information related to jobs, earned interest, and funds used to cover administrative costs. Reports are due to CARB annually by the date provided in a CARB issued applicable

program guidance document or by September 30 if a CARB issued applicable program guidance document is unavailable.

b. Annual Reports:

With CARB assistance and direction, the Grantee must submit annual reports to CARB about the program annually by the date provided in a CARB issued applicable program guidance document or by November 30 if a CARB issued applicable program guidance document is unavailable. The Grantee must submit annual reports until the end of the grant term, or until all funds have been liquidated in accordance with this grant agreement. Reports, at a minimum, must include:

i. Report number, title, Grantee name, date of submission, and grant number;
ii. Report costs associated with specific tasks (for example: identifying location for monitoring, deploying community air monitoring systems, fence- line monitoring, reporting emissions, developing a community emissions reduction program, establishing best available retrofit control technology requirements, adopting an expedited schedule for the implementation of best available retrofit control technology, community meetings or other Community Air Protection implementation efforts and outreach). Information for outreach events must include the date, location, topics, and number of attendees, for each event.
iii. Report how grant is being utilized to meet the goals of Assembly Bill 617. If applicable, include emission reductions being achieved.
iv. Summary of work completed and in progress since the last progress report;
v. Grant funds remaining and expended; and
vi. Expenditure summary showing all Community Air Protection Program Implementation Funds for which reimbursement is being requested.

c. Final Report:

Grantee must submit a Final Report to CARB by June 30, 2030. If the last annual report submittal covers expenditures for the full grant amount, that report will be accepted as the Final Report. At a minimum, the Final Report must include all required information contained in the annual report, as well as an accounting summary of funds expended and a summary of how the goals of the program have been achieved.

Reports may be submitted electronically to CARB Community Air Protection Program Liaison at AB617ProjectLiaison@arb.ca.gov.

50. Severability:

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

51. Survival:

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and Short-Haul; Nondiscrimination (except for 41.d); Office of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.

52. Term:

This Grant Agreement shall be effective upon full execution of the Grant

Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated or all conditions of the Grant Agreement have been met, whichever occurs first. This Grant Award is conditional based on CARB receipt and approval of a fully executed Grant Agreement.

53. Termination:

CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 23 – Disputes.

54. Timeliness:

Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Projects funded by this Grant Agreement in an expeditious manner.

55. Third-Party Beneficiaries:

Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.
The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

56. Waiver Of Rights:

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of

rights with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
TCAPCD	Joseph Tona	530-527-3717	601

TITLE OF GRANT: Community Air Protection Program

GRANTOR AGENCY: California Air Resources Board

GRANT OBJECTIVES: Implementation of AB 617

GRANT I.D. NO.: G25-CAPP-32

Federal Catalog No. *(If Applicable)*: **N/A**

GRANT PERIOD: FROM: 05/2026 TO: 06/2030

Applicable Code and/or Legislative Reference: **N/A**

DATE APPLICATION APPROVED BY BOARD:

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT:

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
	X			

GRANT FUNDING	**FISCAL YEAR: 26/27**	**FISCAL YEAR: 27/28**
FEDERAL		
STATE	$14,677.50	$14,677.50
OTHER		
1. TOTAL GRANT FUNDS	**$**14,677.50	**$**14,677.50

COUNTY FUNDING

HARD MATCH (dollars)	$0	$0
SOFT MATCH (In-kind)	$0	$0
2. TOTAL COUNTY MATCH	**$0**	**$0**

USE OF FUNDS

PERSONNEL (attach detail)	$14,677.50 (@ $94.75 hourly rate)	$14,677.50 (@ $94.75 hourly rate)
SERVICES/SUPPLIES	$0	$0
EQUIPMENT		
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	**$**14,677.50	**$**14,677.50

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE**: No Match Required.**

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: X

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: Fall 2026

EXPENDITURE DEADLINE: June 30, 2030

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES X NO ☐

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES ☐ NO X



6/2/2026

DEPARTMENT HEAD SIGNATURE DATE

E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

Document Description: Resolution for Community Air Protection Program

APPROVED AS TO FORM:

Date: 6/3/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0978 **Agenda Date:** 6/16/2026 **Agenda #:** 38.

AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)
a) AGREEMENT / RESOLUTION - Request adoption of a Resolution approving and authorizing the Air Pollution Control Officer (APCO) to sign the California Air Resources Board FY 25/26 Community Air Protection Incentives Agreement G25-MCAP-25 for funding in the amount of $24,419.00, effective 5/1/26 to 6/30/34

Financial Impact:
Project Funds will be used in the amount of $20,757 and Implementation Funds account will be used in the amount of $3,662.00, the full amount of $24,419.00 will be deposited into 61110 - 4201603.

Background Information:
Assembly Bill (AB) 617 directed the California Air Resources Board (CARB), in conjunction with local air districts, to establish the Community Air Protection Program. This program provides a community-focused framework to improve air quality and reduce exposure to criteria air pollutants and toxic air contaminants (TAC) in communities most impacted by air pollution.

To support AB 617, the California Legislature has regularly appropriated funding, primarily from the Greenhouse Gas Reduction Fund (GGRF), for incentives to address localized air pollution in these highly impacted communities. Since fiscal year 2017-18, the Legislature has allocated approximately $1.4 billion to CARB for the Community Air Protection Incentives Program (CAP Incentives Program) as of 2024. This program is administered by air districts in partnership with local communities.

The CAP Incentives Program provides funding for projects that emphasize local reductions of criteria and toxic emissions in communities with high cumulative pollutant exposure. Projects must be eligible under the 2024 Carl Moyer Program Guidelines and the Community Air Protection Incentives 2024 Guidelines.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
TCAPCD	Joseph Tona	530-527-3717	601

TITLE OF GRANT: Community Air Protection Incentives- CAP year 8

GRANTOR AGENCY: California Air Resources Board

GRANT OBJECTIVES: To Support incentive protects that reduce emissions and improve public health.

GRANT I.D. NO.: G25-MCAP-25

Federal Catalog No. *(If Applicable)*: **N/A**

GRANT PERIOD: FROM: 05/2026 TO: 06/2034

Applicable Code and/or Legislative Reference: **N/A**

DATE APPLICATION APPROVED BY BOARD:

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT:

IS GRANT RENEWABLE? (Check all applicable)

Yes	No	Annually	Indefinite	Specific No. of Years
X		X		

GRANT FUNDING	**FISCAL YEAR: 26/27**	**FISCAL YEAR: 27/28**
FEDERAL		
STATE	$ 24,419	$ 0
OTHER		
1. TOTAL GRANT FUNDS	$ 24,419	$ 0

COUNTY FUNDING		
HARD MATCH (dollars)	$0	$0
SOFT MATCH (In-kind)	0	0
2. TOTAL COUNTY MATCH	$0	$0

USE OF FUNDS		
PERSONNEL (attach detail)	$3,662 (@$94.75 hourly rate)	$0 (@$94.75 hourly rate)
SERVICES/SUPPLIES	$ 20,757	$ 0
EQUIPMENT		
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	$24,419	$0

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE**: AB923 funds, previously approved by TCAPCD.**

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES **X** NO ☐

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: ADVANCE: X

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: Fall 2025

EXPENDITURE DEADLINE: June 30, 2034

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? YES X NO ☐

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) YES ☐ NO X

6/2/2026

DEPARTMENT HEAD SIGNATURE DATE

RESOLUTION _____
BEFORE THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT
BOARD OF DIRECTORS
AUTHORIZING GRANT AGREEMENT WITH THE CALIFORNIA AIR RESOURCES BOARD TO IMPLEMENT AB 617 COMMUNITY AIR PROTECTION INCENTIVES - CAP YEAR 8 (FISCAL YEAR 2025-2026)

WHEREAS, the State of California adopted Senate Bill (SB) 105, to provide grant funding to reduce emissions in communities most heavily burdened by air pollution; and

WHEREAS, CARB is providing Greenhouse Gas Reduction Funds to support actions that reduce emissions and improve community health in communities with high burdens of cumulative pollutant exposure consistent with the goals of Assembly Bill (AB) 617 and as outlined in the Community Air Protection Incentives 2024 Guidelines; and

WHEREAS, the Tehama County Air Pollution Control District (District) has successfully implemented the Community Air Protection Funds Program in past years and has awarded funding to projects to reduce criteria, toxic air contaminants, and greenhouse gases; and

NOW, THEREFORE, BE IT RESOLVED That the Board of Directors of the Tehama County Air Pollution Control District does hereby authorize the Air Pollution Control Officer (APCO) to enter into an agreement, accept funding and administer the AB 617 Community Air Protection Incentive Grant Program.

BE IT FURTHER RESOLVED that the Board of Directors authorizes and directs the APCO to:

1. To accept any allocated and awarded funds to the District under the Community Air Protection Incentives**;**
2. To sign the Community Air Protection Program Grant Agreement with CARB to execute all other necessary documents to implement and carry out the purposes of this resolution**;**

The foregoing resolution was offered on a motion by Director _____, seconded by Director _____ and adopted by the following vote of the Board.

AYES:

NOES:

ABSENT OR NOT VOTING:
STATE OF CALIFORNIA)
)ss
COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control Board of the County of Tehama, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by said Air Pollution Control District Board on the ____ day of _____, 2026.

Dated: This _____ day of _____, 2026.

Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control District Board of the County of Tehama, State of California

by_____

Deputy

Grant Agreement Cover Sheet

1. Grant Agreement Cover Sheet

Grant Number: G25-MCAP-25	
Name of Grant Program: Community Air Protection Incentives - CAP Year 9 (Fiscal Year 25/26)	
Grantee Name: Tehama County Air Pollution Control District	
Taxpayer's Federal Employer Identification Number: 94-6000543	
Total Grant Amount Not to Exceed: $24,419.00	
Amount Spelled Out: Twenty-Four Thousand Four Hundred Nineteen Dollars and Zero Cents	
Start Date: 5/1/2026	End Date: 10/2/2034

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Tehama County Air Pollution Control District (the "Grantee").

2. Other Special Terms

Other Special Terms:

Project Funds – $20,757.00
Implementation Funds – $3,662.00
Total Grant Award – $24,419.00
SB 535 Funding Target – $0.00
AB 1550 Funding Target – $18,776.00

In accordance with Senate Bill (SB) 105, Chapter 104, SEC. 155, provisions subject to Section 15.14, twenty-five percent (25%) of the Fiscal Year 2025-2026 GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount after the fourth quarter Cap-and-Invest auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

3. Exhibits

Exhibit A - General Terms and Conditions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until this Agreement is signed by both parties and grantee receives written approval from CARB to commence performance.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

4. Grantee

Grantee's Name: Tehama County Air Pollution Control District	
Grantee's Authorized Signatory Name (print or type): Joseph Tona	
Signature of Grantee (as authorized in resolution, letter of commitment, or letter of designation):	
Title: APCO	Date: 4-28-26
Grantee's Address (including street, city, state, and zip code): 1834 Walnut Street, Red Bluff, California 96080	

5. State of California

State Agency Name: California Air Resources Board	
CARB's Authorized Signatory Name (Print or Type): Rajdeeep Kaur	
Signature of CARB's Authorized Signatory: Rajdeep Kaur	
Title: Supervisor II	Date: 5/1/2026
State Agency Address: 1001 I Street, Sacramento, CA 95814	

California Air Resources Board

Fiscal Year 2025-2026 – AB 617 Community Air Protection (CAP) Incentives

GRANT AGREEMENT

General Terms and Conditions:

1. Use of Terms:
   a. This Grant Agreement ("Grant" or "Grant Agreement") is entered into by and between the State of California acting by and through the California Air Resources Board (hereinafter referred to as "CARB", the "Grantor", the "State" or the "Board") and the Air District (referred to as the "Grantee"). Grantor and Grantee are each a "Party" and together the "Parties" to this Grant Agreement.
   b. As referenced in this Grant Agreement, "Grantee" or "Grantees" means and includes, individually and collectively, Grantee's assigns, employees, officers, and directors.
   c. "Grant Recipient" or "Grant Recipients" means and includes, individually and collectively, subgrantees, sub-awardees, contractors, subcontractors, technical grantees, voucher recipients, awardees, sub-awardees, or any other individual or entity that receives any Grant Funds, but excluding Grantee.
   d. "Day" or "days" means calendar days, unless expressly noted otherwise.
   e. "Grant Funds" means any money or funding provided by the State to Grantee or any Grant Recipient pursuant to this Grant. The total amount of Grant Funds is set out in the Grant Cover Sheet to which this Exhibit is attached. As referenced in this Grant Agreement, the phrases "Grant Funds" and "Grant Award" have the same meaning and are used interchangeably.

2. Grant Objectives:

   CARB is providing money from the Greenhouse Gas Reduction Fund (GGRF) to support incentive projects that reduce emissions and improve public health in

communities with high burdens of cumulative pollutant exposure, consistent with the goals of Assembly Bill (AB) 617 (Chapter 254, Statutes of 2017).

a. In accordance with Senate Bill (SB) 105, Section 15.14, 25 percent of the Fiscal Year 2025-2026 CAP GGRF funds allocated under this Grant shall be withheld. Upon determination of the final amount of auction proceeds after the fourth cap and trade auction and approval from the Department of Finance (DOF), the remaining funds may be encumbered and available for use. A formal amendment may not be required to encumber and liquidate the remaining funds.

b. The Grantee will select projects eligible under the *Carl Moyer Memorial Air Quality Standards Attainment Program Guidelines* (Moyer Guidelines) *and Community Air Protection Funds Guidelines Supplement* (including truck projects under the Proposition 1B 2015 Guidelines relative to funding amounts and truck evaluations) or projects eligible under the *Community Air Protection Incentives Guidelines* (CAP Incentives Guidelines), or other incentive projects and programs included in an approved Community Emissions Reduction Program (Health and Safety Code Section 44391.2) for funding under this Grant Agreement. The Grantee will allocate funds to projects that will provide emissions reductions in excess of those otherwise required by law or regulation, and will prioritize zero-emission projects whenever feasible, including charging/fueling infrastructure (e.g., EVSE) for medium-and heavy-duty vehicles.

c. The Grantee will target funds to prioritize emissions reductions in communities most impacted by cumulative pollution burden, focusing in particular on vehicles, equipment and infrastructure that operate in any AB 617 communities selected by CARB or under consideration for future selection. The statewide targets for benefits to priority populations are: no less than 80 percent of funds will go to projects that are located in and provide direct, meaningful, and assured benefits to residents of AB 1550 communities (Chapter 369, Statutes

of 2016); however, the Grantee will meet its own individual target for AB 1550 communities as listed in the Grant Coversheet.

d. The Grantee will allocate funds to projects that are consistent with priorities identified by affected communities through a transparent, meaningful public process. The Grantee will provide public access to information, including project selection criteria and web posting of project funding proposals and a summary of final selected projects consistent with Section IV of the *CARB Funding Guidelines for Agencies that Administer California Climate Investments (CCI) Funding Guidelines* (https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies). For each project selected the Grantee will post at a minimum the following items: name of applicant, brief description of the proposed project, including location (e.g. zip code), amount of funding requested and whether the project is expected to provide direct, meaningful, and assured benefits to residents of AB 1550 communities.

e. When submitting project lists with disbursement requests, the Grantee will indicate how each project satisfies evaluation criteria for benefits to priority populations, using the *CCI Funding Guidelines Criteria for Clean Transportation and Equipment* except where otherwise directed by CARB (www.arb.ca.gov/cci-resources).

f. With CARB's assistance and direction, the Grantee will implement reporting procedures for funded projects as specified in the *CCI Funding Guidelines* and the *Community Air Protection Incentives Guidelines* approved by CARB, including project location information to document benefits to priority populations, vehicle and equipment data to support the calculation of reductions in criteria and toxic pollutants and greenhouse gases, and additional information related to jobs, public outreach and earned interest.

g. The Grantee will continue to monitor the ongoing implementation of the requirements of AB 617 and will work with CARB to address any new priorities,

as they are developed to support the community air quality protection goals of AB 617.

h. The Grantee and CARB will work together to determine the feasibility of addressing any new community priorities.

3. Additional Remedies for Non-Compliance:
   a. Without limiting any of the parties' other remedies, and subject to the sections regarding Disputes and Termination below, CARB or its designee may require Grantee to return Grant Funds it received due to termination for cause of this Grant Agreement, or for Grantee's misinformation, misrepresentation, misuse of Grant funds, or fraud. CARB also reserves the right to prohibit Grantee from participating in existing or future CARB programs, projects, or grants due to its substantial non-compliance with any material term or condition of this Grant Agreement.
   b. Grantee shall, for each occurrence, document and promptly notify CARB of any and all suspected or known breaches of this Grant Agreement, misinformation, misrepresentation, fraud, or misuse of Grant funds carried out by Grantee or any Grant Recipient.
   c. Grantee shall fully cooperate with CARB to investigate, resolve, and take appropriate action to enforce the terms and conditions of any Grant Recipient agreement, and this Grant Agreement, including referring any criminal claims to a prosecuting agency or litigating any civil claims (including for recapture of Grant Funds from Grant Recipients) as determined reasonably necessary and feasible by Grantee, in consultation with CARB.

4. Additional Required Terms for Grant Recipient Agreements Funded by This Grant:
   All written agreements and amendments executed after the effective date of this Grant Agreement entered into by and between Grantee and any Grant Recipient using or applying Grant Funds, in whole or in part, (collectively "Related Agreements") shall also contain the following language (or similar language with the same or similar meaning and intent) listed below to the extent applicable or

feasible as determined by Grantee:

a. Conflict Of Interest: By entering into this agreement, said party is or may be a direct or indirect recipient ("Grant Recipient") of funds received from or provided by the California Air Resources Board ("CARB"), and as such certifies, represents, and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Grant Recipient's agreement. Grant Recipient further certifies, represents, and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Grant Recipient's ability to impartially perform under, or complete the tasks described in, the agreement or any related grant programs. Grant Recipient acknowledges, understands, and accepts that Grant Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. Grant Recipient acknowledges, understands, and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. Grant Recipient certifies, represents, and warrants that Grant Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.
b. Cooperation With Audits: Grant Recipient shall cooperate fully, without delay, in all audits, inquiries, and investigations initiated by or on behalf of Grantee and/or the State of California concerning or relating to compliance with local, state, or federal air quality laws, and with Grant Recipient's agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.
c. Payment (Recapture) On Demand: Grant Recipient shall, upon notification by Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment, or a violation of or failure to comply with any term or condition of the Grant Recipient agreement or program requirements or

obligations, remit to Grantee or its authorized representative the requested amount within sixty (60) days from the date of issuance of said notice.

d. Third-Party Beneficiary: Grant Recipient acknowledges, accepts, and agrees that the state of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to Grant Recipient's agreement. Grant Recipient shall name CARB and the State of California as third-party beneficiaries in all contracts, subcontracts, grants, subgrants, and other agreements entered into using Grant Funds, or for the purposes of carrying out any of the terms of Grant Recipient's agreement and, upon request by CARB, send to CARB a copy of said agreement.

e. Authorized Signature: Grant Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements, responses, and information made or provided by Grant Recipient in or pursuant to the agreement are true and correct, with full knowledge that all statements, responses, and information are subject to investigation and that any incomplete, unclear, false, or dishonest statement, response, or information may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. Grant Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, Grant Recipient may be in violation of the California False Claims Act (Government Code Section 12650 et seq.). Grant Recipient certifies, represents, and warrants that the individual signing on the Grant Recipient's behalf herein is an authorized representative of Grant Recipient with full power and legal authority to sign and by said signature Grant Recipient is bound to and will comply with all terms, conditions, and obligations set forth in this agreement.

f. Compliance With Air Quality Laws: Grant Recipient warrants and represents

that it is in compliance with all applicable federal, state, and local air quality rules, regulations, and statutes ("air quality laws"), and that it shall remain in compliance with said air quality laws for the term of the agreement with Grantee. Grant Recipient understands, acknowledges, and agrees that compliance with applicable air quality laws is a precondition to the receipt or use of the Grant Funds and is a continuing obligation during the term of the agreement and for any other period required by federal, state, or local law. If payments of Grant Funds have not yet been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, terminate Grant Recipient's agreement without any obligation to pay any Grant Funds to Grant Recipient for Grant Recipient's continuing violation of applicable air quality laws. If payments have been made, Grant Recipient understands, acknowledges, and agrees that Grantee may, at its discretion, require Grant Recipient to return some or all of the Grant Funds to the Grantee, in an amount determined by Grantee, for Grant Recipient's continuing violation of applicable air quality laws. Grant Recipient shall promptly return the Grant Funds to Grantee within the time specified by Grantee.

g. Non-Exclusive Remedies: The remedies set out in this paragraph are contractual in nature. Nothing stated herein above in any way limits, prevents, or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power, or prosecuting any violation of law against Grant Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, sub-awardees, subgrantees, or any third parties.
h. Related Agreements must also contain, at a minimum, all of the following:
    i. A clear and accurate description of the material, products, or services to be procured.
    ii. Sufficient detail to determine that funds will be appropriately utilized, which may include a budget, timeline, and other information as required by the

grant program guidelines.

iii. Provisions for appropriate administrative, contractual, or legal remedies in instances where Grant Recipients violate or breach the contract or Grant Agreement terms.

iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

v. A statement that assignment of Grant Recipient's agreement will not be made without the advance written consent of Grantee, and may be subject to CARB approval upon request by CARB.

vi. A provision regarding survival of terms, conditions, and provisions of the Grant Recipient agreement, consistent with Section 53 – Survival below.

vii. Language conforming to the following sections of this Grant Agreement: Additional Remedies for Non-Compliance; Audit; Availability of Funds; California Climate Investments (if applicable); Compliance with Law; Confidentiality; Conflict of Interest; Electric Vehicle Charging Infrastructure and Equipment; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; Grantee's Responsibility for Work; Incorporated Documents; Indemnification; Independent Contractor; Labor Compliance for Drayage and Short-Haul (if applicable); Nondiscrimination; Office of Foreign Asset Control; Personally Identifiable Information; Prevailing Wages and Labor Compliance (if applicable); Professionals; Severability; and Third-Party Beneficiaries. Grantee is not required to use the exact language of these sections from this Grant Agreement, but the terms must have the same legal effect for the Grant Recipient as the sections in this Grant Agreement have for the Grantee.

5. Advance Payments:

a. Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of Grant Funds in a timely manner to support the Grant program initiation and implementation.

b. Grantee agrees that all advance payment requests submitted by Grantee will comply with the applicable provisions of Health and Safety Code Section 39603.1, title 17 of the California Code of Regulations (C.C.R.) Sections 91040 to 91044, and Government Code Section 11019.3 (for advance payments to Grant Recipients). In the event that these laws are revised or applicable new laws enacted, such revised or new laws will supersede the provisions of this section to the extent they conflict.

c. Only CARB shall authorize an advance payment. CARB may provide advance payment to Grantee if CARB determines all of the following:

   i. The advance payment is necessary to meet the purposes of the Grant program or project and is intended to alleviate a practical business or economic situation that would inhibit the program or project.

   ii. The use of the advance payment is adequately regulated by Grant or budgetary controls, and is limited to the specific activities set forth in the Grant Agreement.

   iii. Grantee shall revert all Grant Funds to CARB that are not liquidated by the term end date or if the Grant is terminated pursuant to the terms of this Grant Agreement. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses.

   iv. The Grantee is either a small air district or meets all of the following criteria:

      1. Has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment.

      2. Is in good standing with the Franchise Tax Board and Internal Revenue Service and, if the Grantee falls out of good standing with the Franchise Tax Board or Internal Revenue Service after advance payment is made, Grantee must return to any unliquidated Grant Funds to CARB. To the extent that Grantee is exempt from state or federal tax liability, Grantee may provide proof of such exemption in lieu of demonstrating good standing.

3. Submits a spending plan to CARB for review prior to receiving the advance payment. "Spending plan" means an outline of how the advanced funds will be spent within the term of the Grant Agreement, including project schedules, timelines, milestones, and Grantee's fund balance for all state grant programs. CARB shall consider the available fund balance when determining the amount of the advance payment.
4. Reports to CARB any material changes to the spending plan within 30 days of the material change. "Material Changes" means a change to the spending plan of twenty-five (25) percent or more in any line item in the spending plan.

d. In the event of Grantee's nonperformance, Grantee shall return all Grant Funds received via advance payment that are not liquidated, pursuant to Section 39 and the terms of this Grant Agreement. Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
e. Grantee may, only if allowed by the CAP Incentives Guidelines, provide advance payment of Grant Funds to Grant Recipients where the Grant Recipient(s) is within the scope of "Recipient Entity," as defined in Health and Safety Code Section 39603.1, subd. (b)(2)(A), subject to the following additional requirements:
   i. Advance payment to Grant Recipients is subject to prior approval from CARB.
   ii. Grantee shall assume all legal and financial risk of the advance payment. If Grantee provides any funding from the advance payment to any Grant Recipient, Grantee shall be liable to CARB for any failures by Grant Recipients to ensure that the Grant Funds are used in accordance with state statutes, regulations, requirements, and the relevant terms and conditions of this Grant Agreement.
   iii. CARB and Grantee shall prioritize advance pay to qualifying Grant Recipients and projects serving disadvantaged, low-income, and under-

resourced communities, or organizations with modest reserves and potential cashflow problems.

iv. The advance pay shall not exceed 25 percent of the total amount or contract awarded to that qualifying Grant Recipient. At CARB's sole and absolute discretion, the advance pay may exceed the 25 percent limit if CARB has determined, in writing, that the project requires a larger advance, and the qualifying Grant Recipient provides sufficient justification and documentation for that larger advance.

v. Grantee shall only authorize advance payments up to the minimum immediate cash requirements necessary to carry out the purpose of the approved activity, program, or project, as solely determined by CARB and subject to CARB's advance written approval of the qualifying Grant Recipient's workplan and written justification.

vi. The qualifying Grant Recipient shall:

1. Complete, and submit to Grantee, an Advance Payment Request Form. The Advance Payment Request Form shall be provided by CARB to the Grantee after the Grant execution.
2. Submit a certification to CARB of compliance with subsections 3) through 11) below, for each Advance Payment Request Form.
3. Submit documentation, as required by CARB, to support the need for advance payment, which may include, but is not limited to, invoices, contracts, estimates, payroll records, and financial records.
4. Demonstrate that Grant Recipient has no outstanding financial audit findings related to any of the Grant Funds eligible for advance payment; and, are in good standing with the California Franchise Tax Board and United States Internal Revenue Service, or if the entity is a private, non-profit organization, that they are in good standing as an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.

5. Provide an itemized budget for the eligible costs the advanced payment will fund, indirect or other costs needed to operate, and a spending plan, as defined in C.C.R, title 17, Section 91041, subd. (k), developed in a form and manner specified by CARB.
6. Obtain insurance in an amount commensurate with the assessed risk, if required by CARB and stipulated within the Grant Recipient's agreement or contract.
7. Deposit any funds received as an advance payment into a federally insured account of the Grant Recipient that provides the ability to track interest earned and withdrawals. Any accumulated interest shall be deemed to be Grant or contract moneys, subject to federal and state laws and regulations, and the Grant Recipient shall report interest earned on the advance payment to CARB. The Grant Recipient's account shall be in the Grant Recipient's name, and not in the name of any of its directors, officers, partners of a partnership entity, or members of a limited liability company.
8. Establish procedures to minimize the amount of time that elapses between the transfer of funds and the expenditure of those funds by the Grant Recipient. Further advance payments may be made if Grant Recipient is able to demonstrate that a sufficient amount of previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner, as determined by the CARB.
9. Provide progress reports on the expenditure of advanced funds no less than on a quarterly basis, consistent with all provisions of this section, and as otherwise required by CARB.
10. Provide a final progress report to CARB following the expenditure of an advance payment that includes a summary of work completed, proof of expenditure, and other associated information as determined by CARB.

11. Return to CARB or the Grantee any unused portion of the advance payment, including interest earned on the advance payment, no later than 30 calendar days after the termination, cancellation, or expiration of the Grant Recipient's agreement or contract, or such longer period as CARB may provide at its sole discretion.

f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.

g. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit annual fiscal accounting reports consistent with the Reporting section of this grant agreement.

6. Alternative Enforcement:

The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents, or precludes the State of California from taking any enforcement action, exercising any police power, or prosecuting any violation of law.

7. Amendment:

No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties. Unless otherwise approved by CARB, requests for amendment of this Grant Agreement must be made at least 30 days prior to the Grant term end date.

8. Americans with Disabilities Act (ADA): Grantee must ensure that writings, products, and services submitted, uploaded, or otherwise provided to CARB by Grantee or any Grant Recipients, which is intended to be publicly posted or otherwise distributed to the public by CARB, Grantee, and/or any Grant Recipients, comply with Web Content Accessibility Guidelines 2.1, level AA (upon the effective date applicable to air districts under 28 C.F.R. § 35.200(b)(2)), and

otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any writing provided to CARB in PDF format, Grantee shall, upon request, also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). Grantee's obligations under this provision do not apply to writings, products, and services submitted using forms, templates, or documents provided by CARB.

a. CARB may require Grantee to provide proof of compliance with the requirements described above, and may, at its discretion, perform testing to verify compliance.
b. Grantee agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Grant.
c. Deviations from the Accessibility Requirements are permitted only upon the written consent of CARB.

9. Assignment:

This Grant is not assignable by Grantee, either in whole or in part, without the consent of CARB in the form of a written amendment signed by authorized representatives of both Parties.

10. Audit:

Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the California State Auditor, and/or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all Grant funds received. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years from the date of termination, cancellation, or expiration of this Grant Agreement or for 5 years after a State-funded incentive

activity has concluded, whichever is later. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any agreement with any Grant Recipient related to performance of this Agreement.

11. Authority:

    Each person executing this Grant Agreement on behalf of a Party represents that they are duly authorized to execute, bind, and deliver this Grant Agreement on said Party's behalf.

12. Availability of Funds:

    It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or any Grant Recipient or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this Grant.

13. California Climate Investments: Where applicable, the Grantee agrees to acknowledge the CCI program and CARB as a funding source, and adhere to the *CCI Funding Guidelines* as outlined in the *California Climate Investments Messaging and Communications Guide* (http://www.caclimateinvestments.ca.gov/logo-graphics-request/). Below are specific requirements for acknowledgement.

    The Grantee agrees to include the CCI funding boilerplate and logo (see Figure 1) on all outreach and public facing materials whenever it publicizes (in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material) projects funded in whole or in part by this Agreement. Grantee shall include this requirement in all Grant Recipient agreements, as appropriate. The acknowledgement must read as follows: "Community Air

Protection Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Invest, formerly known as Cap-and-Trade, dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities." And whenever applicable, the Spanish translation acknowledgement: "de Protección del Aire en la Comunidad forma parte de las Inversiones del Clima de California forma parte de las Inversiones del Clima de California, un iniciativa estatal que destina miles de millones de dólares de Cap-and-Invest, anteriormente concocido Cap-and-Trade, para la reducción de gases de efecto invernadero, fortalecimiento de la economía y mejoramiento de la salud pública y el medio ambiente – especialmente en comunidades en desventaja." The CCI logo and name serves to bring under a single brand the many investments whose funding comes from the GGRF. The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits.

Figure 1: CCI logo



14. Compliance with Law:

Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with, and require its Grant Recipients to comply with, all applicable federal, State, and local laws in performing under this Grant Agreement or any agreement funded by this Grant.

15. Computer Software and Project Data:

"Project Information Resources" means data, database, information, personally identifiable information (PII), documentation, materials, computer software, website, and any intellectual property (IP) that is developed, substantially modified, licensed, or acquired by Grantee or Grant Recipients, with any Grant Funds in performance of this Grant Agreement. Project Information Resources may be in hard copy form, such as computer printouts, or may be retained in machine form, such as computer memory or storage media.

Computer software developed or substantially modified using primarily Grant Funds must include a copyleft license comparable to GNU General Public License v3.0 (GPLv3) (available at https://www.gnu.org/licenses/gpl-3.0.html) or later version if the software source code is intended to be licensed or otherwise released to the public. Other copyrightable Project Information Resources developed or substantially modified using primarily Grant Funds that are intended to be shared forward by the public must include a copyleft license comparable to Creative Commons Attribution Share Alike license version 4.0 or later (available at https://creativecommons.org/licenses/by-sa/4.0/legalcode.en). Exceptions to the copyleft license requirement of this subsection include where:

a. The sharing of the material is restricted by law or regulation;
b. The sharing of the material would create a risk to the detriment of national security, confidentiality of State, Grantee or Grantee Recipient information, or individual privacy;
c. The sharing of the material would create a risk to the stability, security, or integrity of the systems or personnel of the State, Grantee, Grant Recipient or of the material's owner;
d. The sharing of the material would create a risk to the State's, Grantee's, Grant Recipient's, or the material owner's, mission, programs, or operations.

CARB disclaims title and ownership rights to Project Information Resources. However, Grantee, to the extent it has the right to do so, grants to CARB a no-cost,

royalty-free, non-exclusive, transferable, irrevocable, worldwide, perpetual license to use, reproduce, share, publish, translate, and make collective works of the Project Information Resources, including computer software executable files but excluding for this license to CARB any computer source code, subject to applicable law on privacy and confidentiality. Grantee shall require Grant Recipients to grant CARB similar license rights to the extent Grant Recipient has the right to do so.

Grantee certifies that it has appropriate systems and controls in place to ensure that Grant Funds will not be used in the performance of this Grant Agreement for the acquisition, operation, development, or maintenance of computer software or other intellectual property in violation of copyright or any other intellectual property laws. Grantee shall require Grant Recipients to make similar certifications.

16. Confidentiality:

Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by Grantee. If Grantee believes disclosure of a confidential record may be required by law, Grantee shall first give CARB at least ten (10) calendar days' written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

Grantee acknowledges that it will identify any information it provides CARB that it asserts is confidential in accordance with California Code of Regulations, title 17, Sections 91011 and 91022. Grantee acknowledges that, as provided in California Code of Regulations, title 17, Sections 91010, any information provided to CARB may be released (1) to the public upon request, except trade secrets which are not emission data or other information which is exempt from disclosure or the disclosure of which is prohibited by law, and (2) to the federal Environmental

Protection Agency, which protects trade secrets as provided in Section 114(c) of the Clean Air Act and amendments thereto (42 USC 7401 et seq.) and in federal regulations. Grantee further acknowledges that CARB may anonymize and aggregate confidential information it receives and make such information public.

17. Conflict of Interest:

    Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire term of this Grant Agreement. Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Grantee's ability to perform the Grant. Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the term of this Grant Agreement.

18. Construction:

    This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

19. Cumulative Remedies:

    The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.

20. Disbursement Deadline:

    The Fiscal Year 2025-2026 CAP Incentives funds specified in this Grant Agreement must be disbursed by **June 30, 2028**, per the Community Air Protection Incentives Guidelines, Chapter 3. Grant disbursement requests must be submitted by the Grantee to CARB no later than **May 1, 2028**, to ensure adequate time for

processing prior to the end of the fiscal year.

21. Disbursement Request:

    The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at Grants@arb.ca.gov with a CC to AB617Incentives@arb.ca.gov. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant Disbursement Request Form and contain all documentation required with the form.

    Prior to submitting to the Accounts Payable Unit, the grantee has the option to submit their disbursement requests to project staff to allow for a pre-review of the request. The grantee agrees to modify, adjust or provide supporting documentation justifying disbursement requests, as identified by project staff or as needed.

22. Earned Interest:

    a. "Earned interest" means any interest accrued from all Grant Funds provided to Grantee and held in an interest-bearing account.
    b. Grantee's use and accounting of earned interest shall comply with federal, State, and local laws; this Grant Agreement; and any applicable grant program guidelines, guidance documents, and/or implementation manuals.
    c. Earned interest shall be reported to CARB. All earned interest must be returned to CARB or reinvested in the Program in a manner consistent with applicable grant program guidelines or otherwise as approved by CARB in writing. Grantee is responsible for reporting to CARB everything that is funded with Earned interest.
    d. Grantee shall maintain accounting records (e.g. general ledger) that track earned interest accrued and expended, as follows:
        i. The calculation of interest shall be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest-generating account back into the Program.

ii. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-Grant Funds.

iii. The methodology for calculating earned interest must be included in any policy and procedures manual or guidelines adopted by Grantee to administer this Grant program. If Grantee does not adopt such manual or guidelines, the methodology for calculating earned interest must otherwise be provided to CARB in writing upon request.

e. Earned interest must be fully expended according to the *CAP Incentives Guidelines*, Chapter 3.

f. Documentation of earned interest shall be retained for a minimum of five (5) years after it is generated. Documentation of interest expended on CARB-approved projects shall be retained for a minimum of five (5) years after the earned interest funds are fully expended.

g. Grantee shall provide the above documentation in subparagraph (f) to CARB in the annual *Air District Yearly Report Certification Form*. CARB may, at its sole discretion, request copies of or review any of the above documentation in advance of or after receipt of any *Air District Yearly Report Certification Form(s)*, and Grantee shall fully cooperate and comply will all such requests.

23. Electric Vehicle Charging Infrastructure and Equipment:

Grantee must ensure the following requirements are included in all Grant Recipient agreements for electric vehicle charging infrastructure funded with Grant Funds, in whole or in part:

a. Installation:

i. Prior to authorizing work, a Grant Recipient that was awarded funds to install electrical charging equipment for use by on-road transportation vehicles must:

(a) Certify that the project will comply with Public Utilities Code Section 740.20 (Section 740.20) requirements or describe why the requirements do not apply to the project. The certification shall be signed by the Grant Recipient's authorized representative. For the purpose of this

requirement, the certification may be included as a provision contained in the agreement with the Grant Recipient.

(b) Acknowledge that Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that will install electric vehicle charging infrastructure or equipment shall be submitted after work is completed as a condition of reimbursement.

ii. Evidence such as Certification Numbers are not required to be obtained by Grantee if the Section 740.20 requirements do not apply to a project.

iii. Prior to remitting payment to a Grant Recipient, Grantee shall collect all Section 740.20 Certifications to ensure the project complied with all Section 740.20 requirements, where applicable, and shall retain Certification Numbers in accordance with Grantee's records retention schedule.

iv. The requirements of this section do not apply to any of the following:

(a) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility;

(b) Electric vehicle charging infrastructure funded by monies derived from credits generated from the Low Carbon Fuel Standard Program (Sub-article 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations); and

(c) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

b. Reporting:

Under Public Resources Code Section 25231.5, the California Energy Commission (CEC) is required to develop uptime recordkeeping and reporting standards for electric vehicle chargers EVCs that will apply to State-funded EVCs installed between January 1, 2024, and January 1, 2035. Grantee shall require Grant Recipients for the installation of AC Level 2 and Direct Current Fast Charger (DCFC) EVCs to comply with the CEC standards as required by Section 25231.5, for a minimum of 6 years, unless the CEC decides

a longer time span is more appropriate. The requirements in this section do not apply to EVCs that are excluded under California Code of Regulations, title 20, section 3120 et seq., including but not limited to:

i. Temporary chargers;
ii. Off-grid chargers;
iii. Private residential chargers, including chargers used solely for private use by residents of a residential real property containing four or fewer dwelling units, or any charger used solely for private use by residents of a single unit of a residential real property containing more than four dwelling units for which one or more of the residents of that unit would be the exclusive charging station operator(s) or site host(s) of the charger; and,
iv. Research chargers.

24. Entire Agreement:

This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

25. Environmental Justice:

In the performance of this Grant Agreement, Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that seeks to ensure the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, including priority populations (e.g., disadvantaged communities, low-income communities, and low-income households) of the State.

26. Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S.

government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that Grantee is a target of Economic Sanctions or is knowingly conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

27. Fiscal Management Systems and Accounting Standards:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of Grant Funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal, State, or local law and this Grant Agreement. Unless otherwise prohibited by federal, State, or local law, the Grantee further agrees that it will maintain a separate Grant Fund or ledger account to manage, administer, account for, and safeguard Grant Funds for their restricted use and purpose. Grant Funds are restricted funds and may not be used to supplement Grantee's other responsibilities or obligations. At a minimum, Grantee shall use generally accepted accounting principles.

As restricted funds, Grant Funds are not assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses that are authorized under applicable law, this Grant Agreement, and any applicable grant program guidelines, guidance documents, and/or implementation manuals. Grant Funds shall not be used as collateral for any debt, loan, or other borrower commitments of Grantee or Grant Recipients. All Grant Fund accounts shall adequately and accurately depict all amounts received and expended. Where Grantee has received multiple grants from CARB, all Grant Fund accounts should adequately track funds for each grant award by reference to the specific grant number.

28. Force Majeure:

Neither CARB nor Grantee are liable for nor will be deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government declaration of emergency, national or State declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately, but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this Grant.

Notwithstanding any other provision of this Grant Agreement, CARB may terminate this Grant Agreement immediately in writing without penalty to either party in the event Grantee invokes this clause. If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, Grantee must, as soon as reasonably practicable, recommence the performance of its obligations under this Grant Agreement. Grantee must also provide a revised performance schedule to minimize the effects of the delay caused by the event of force majeure. A force majeure event does not relieve a Party from liability for an obligation which arose before the occurrence of that event.

29. Funding Prohibitions for Sectarian Purposes and Non-Public Schools:

Grantee and Grant Recipients may use or authorize the use of CARB-provided funds only in any manner that is consistent with the *CAP Incentives Guidelines*, applicable laws, including California Constitution, article XVI, Section 5, and article IX, Section 8 (prohibiting grant fund awards to non-public schools), and federal law. CARB reserves the right to obtain additional information from Grantee and others to determine compliance with the California Constitution, article XVI, Section 5, and article IX, Section 8. Failure by Grantee to provide any information requested by

CARB may result in denial of Grant Funds or termination of this Grant Agreement pursuant to the terms of this Grant Agreement.

30. GenAI Use and Reporting:
    a. Definitions:
        i. "Generative AI (GenAI)" means "an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data." (Gov. Code § 11549.64.)
        ii. "Deliverable" means "software, services, goods, works of authorship, and any other items (e.g., reports, documentation) to be delivered pursuant to this Grant Agreement, including any incidental items."
    b. Grantee must notify CARB in writing, within 15 days, or a longer period agreed to by CARB, and require their Grant Recipients to notify CARB in writing in the same timeframe, if they:
        i. Intend to provide GenAI as a deliverable to CARB; or,
        ii. Intend to utilize any previously unreported GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
            a) Functionality of a State system;
            b) Risk to the State; or,
            c) Performance under this Grant Agreement.

            For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
    c. Notification shall be provided to CARB's Project Liaison identified in this Grant Agreement.
    d. At the direction of CARB, Grantee shall discontinue, and require their Grant Recipients to discontinue, the provision to CARB of any previously unreported GenAI that results in a material impact to the functionality of a

State system, risk to the State, or Grant performance, as determined by CARB.

e. If the use of previously undisclosed GenAI is approved by CARB, then upon request by CARB, Grantee will amend the Grant Agreement accordingly, and their related agreements with Grant Recipients, which may include incorporating the GenAI Special Provisions into these agreements, at no additional cost to the State.

f. CARB, at its sole discretion, may consider Grantee's failure to disclose or discontinue the provision or use of GenAI as described above, or to incorporate terms as requested in this section into their agreements with Grant Recipients, to constitute a material breach of the Grant Agreement when such failure results in a material impact to the functionality of the system, risk to the State, or Grant performance. CARB is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Grant Agreement pursuant to the terms stated herein.

31. Governing Law and Venue:

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California, Sacramento location. Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

32. Grantee's Responsibility for Work:

CARB shall not be responsible for disputes arising out of Grantee's contracts or agreements for work on a project funded by this Grant Award, including but not limited to payment disputes with Grant Recipients. The State will not mediate

disputes between the Grantee and any other entity concerning responsibility for performance or payment of work under this Grant Agreement.

33. Implementation Funding:

In accordance with Chapter 3: Program Administration, of the CAP Incentives Guidelines, the Grantee may use up to **15** percent of their CAP Incentives grant funds for program administration and implementation activities as required by the Grant Agreement. Implementation funding (**15** percent of the total CAP Incentives grant funds) can be a combination of the direct and indirect project costs; however, the total indirect project costs cannot exceed **3** percent of the total CAP Incentives grant funds.

34. Incorporated Documents:

Grantee is authorized to administer a local program according to the requirements described in the following documents, which are incorporated by reference into this Grant Agreement:

a. District's Policies and Procedures (Refer to requirements in the CAP Incentives Guidelines approved by CARB).

b. As applicable, Moyer Program Guidelines, the Community Air Protection Funds Supplement to the Carl Moyer Program Guidelines, the CAP Incentives Guidelines, Proposition 1B Goods Movement Emission Reduction Program 2015 Guidelines, and related Program Advisories, Mail-outs, and Executive Orders currently issued or updated during the grant performance period.

c. Funding Guidelines for Agencies that Administer California Climate Investments (August 2018 and succeeding revisions).

d. Advance Payment Request Form and Supplement to CARB's Advance Payment Request Form: AB 617 Community Air Protection (CAP) Incentives Grant Disbursement Request.

35. Indemnification:

Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and its/their officers, employees, agents, representatives, and successors-in-interest against and for any liability, loss, and expense, including reasonable attorneys' fees, from and for any and all claims for injury or damages (collectively, "Losses") arising out of Grantee's or any Grant Recipient's performance of this Grant Agreement, except for Losses arising out of the gross negligence or willful misconduct of CARB.

36. Independent Contractor:

Grantee, and its Grant Recipients, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

37. Insurance:

Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement. Grantee and all Grant Recipients shall maintain all insurance as required by federal, State, or local law.

If Grantee is self-insured, in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement. CARB may require financial information to justify Grantee's self-insured status. If at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately (by the next business day) notify CARB of this fact and shall comply with all of the terms and conditions of this section pertaining to insurance requirements.

38. Labor Compliance for Drayage and Short-Haul:

Grantee shall ensure that all agreements with any and all Grant Recipients who receive or use any Grant Funds to purchase, or lease for greater than one year, new drayage or short-haul trucks contain a requirement that as a condition of Grant Fund receipt or use and as a condition of participation in the Program, Grant Recipients

must comply at all times with all applicable provisions of California Health and Safety Code Sections 39680 through 39693, which require Grant Recipients to maintain compliance with applicable labor law, retain direct control over the manner and means for performance of any individual using or driving the vehicle, and other requirements.

39. Liquidation and Return of Funds:

Funds not liquidated by the Grantee by **June 30** of the eighth year following Grant Agreement execution (**June 30, 2034**) (the "Liquidation Deadline"), must be returned to CARB by **September 29, 2034**, unless a Grant Agreement Deadline Extension has been approved by CARB pursuant to Section 42 of this Grant Agreement ("Grant Agreement Deadline Extension").

Per Chapter 3 of the CAP Incentives Guidelines, CARB will not require a return of funds under executed contract. Expenditure of project funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account. "Liquidate" means that all moneys allocated for the Grant have been spent by Grantee for eligible project expenses. Liquidate includes expenditure of Grant Funds related to performance under the grant program and not due to any loss incurred in an uninsured or under insured bank or investment account.

Following the requirements of Chapter 3 of the CAP Incentives Guidelines, CARB may approve a redirection of funds to another district as a follow-up action if and when the Grantee is not meeting liquidation targets. This determination may be made solely at CARB's discretion.

In the event the Grant is terminated prior to the term end date, Grantee shall transfer to CARB all Grant Funds that are not liquidated, including any advance payment and any earned interest, within 30 days of the notice of termination, or a longer period as CARB may provide in its sole discretion. This shall include Grant Funds remaining after accounting for (1) expenses incurred, and (2) funds encumbered in agreements for the purchase or lease of equipment that were executed before receipt of the termination notice. Upon demand by CARB, such

funds shall also include Grant Funds recaptured by the Grantee pursuant to Section 4.c above. Grantee shall report to CARB any Grant Funds committed in executed equipment-purchase agreements that are not spent within one year of the termination notice, and shall return said funds to CARB upon demand.

40. Timeliness:

Time is of the essence in this Grant Agreement. Grantee shall proceed with, and complete the Projects funded by this Grant Agreement, in an expeditious manner.

41. Progress Milestones:

Per Chapter 3 of the CAP Incentives Guidelines, the yearly progress milestones and dates are as follows for the Grant Funds provided under this Grant Agreement. Per the CAP Incentives Guidelines, these milestones are advisory in nature, though they will serve as the basis for air districts to demonstrate the need for extensions approved per Section 42 of this Grant Agreement.

a. First milestone: 50 percent of Grant Funds under executed contract by **June 30, 2031**.
b. Second milestone: 100 percent of Grant Funds under executed contract, and 50 percent of Grant Funds liquidated, by **June 30, 2033**.
c. Third milestone: 100 percent of Grant Funds liquidated by **June 30, 2034**.

42. Grant Agreement Deadline Extensions:

CARB may approve a Grant Agreement Deadline Extension for this Grant Agreement that can be up to two years, so long as all of the conditions below have been met, as solely determined by CARB:

a. Except for progress milestones, which are advisory in nature, the Grantee has been and continues to be in full compliance with all provisions of the CAP Incentives Guidelines and all provisions of this Grant Agreement.
b. The Grantee shall agree to liquidate all Grant Funds (commit and expend all Grant Funds and complete all projects) by no later than the Grant Agreement Deadline Extension. Grant Funds not liquidated by the Grant Agreement

Deadline Extension must be returned to CARB within 90 days. Expenditure of Grant Funds may not be reduced due to any loss incurred in an uninsured bank or investment account.

c. The Grantee has demonstrated, to the satisfaction of CARB, that it has not met the second or third yearly progress milestones as defined in Section 41 of this Grant Agreement.
d. The Grantee has provided an explanation of the extraordinary or unforeseen circumstances resulting in the progress shortfalls that necessitated requesting a Grant Agreement Deadline Extension.
e. The Grantee has provided CARB with a general plan to liquidate Grant Funds by the Deadline Extension. The Grantee may submit a printout of its CAP Progress Report generated from the Clean Air Reporting Log (CARL) Report Utility to meet this condition.
f. The Grantee has agreed to provide suitable and timely notice to the public, via a publicly accessible web page, of the Grant Agreement Deadline Extension.

43. Disputes:

Prior to exercising any rights or remedies which may arise as a result of any breach of this Grant Agreement, or for any disagreements or conflicts arising from the implementation of this Grant Agreement, the Party alleging the breach, disagreement, or conflict will provide the other Party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such breach, disagreement, or conflict. However, any disputes that cannot be resolved at the management level within 30 days from the date on the above written notice, or a longer period as CARB may provide at its sole discretion, shall be subject to resolution by the CARB Executive Officer, or their designated representative, in accordance with the other terms of this Grant

Agreement. Such resolution may include termination of the Grant Agreement per Section 55 – Termination. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law. This provision does not apply to Section 28 – Force Majeure.

44. Nondiscrimination:
    a. During the performance of this Grant Agreement, Grantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, veteran or military status, or any other characteristic protected by law, or unlawfully deny family-care leave, medical-care leave, pregnancy-disability leave, or other legally-protected leave. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
    b. During the performance of this Grant, Grantee shall comply with the provisions of California Government Code Section 11135; Title VI of the U.S. Civil Rights Act of 1964; Section 504 of the federal Rehabilitation Act of 1973; the federal Age Discrimination Act of 1975; Section 13 of the Federal Water Pollution Control Act of 1972; and U.S. Environmental Protection Agency's implementing regulations at 40 C.F.R. Parts 5 and 7.

c. Grantee shall give written notice of their respective obligations under this clause to labor organizations with which any may have a collective bargaining or other agreement.
d. Grantee shall permit access by representatives of the California Civil Rights Department or CARB, upon reasonable notice to access all sources of information as required to ascertain compliance with this clause.
e. Grantee acknowledges and agrees that, pursuant to Government Code Section 11136, whenever CARB has reasonable cause to believe that Grantee or Grant Recipients has violated any of the provisions of Government Code Section 11135 or Section 12900 et seq., or any of the provisions of California Civil Code Sections 51, 51.5, 51.7, 54, 54.1, or 54.2, or any regulation adopted to implement these sections or Article 1 (commencing with Government Code Section 12960) of Chapter 7 of the Government Code, then CARB will notify Grantee or, where applicable, the Grant Recipient, of such violation and will submit a complaint detailing the alleged violations to the California Civil Rights Department for investigation and determination pursuant to Government Code Sections 11136 and 12960 et seq.
f. Grantee acknowledges and agrees that in the event of Grantee's or its Grant Recipients' noncompliance with this provision, Grantee or Grant Recipient may be subject to remedial action determined appropriate and consistent with applicable law by CARB or the California Civil Rights Department, including but not limited to termination of this Grant Agreement pursuant to the terms of this Grant Agreement.
g. Grantee acknowledges that CARB's Civil Rights Policy applies to this Grant Agreement and CARB will administer this Grant consistent with such policy. The policy may be found at: https://ww2.arb.ca.gov/california-air-resources-board-and-civil-rights.
h. Grantee shall include the provisions of this Nondiscrimination Section in all contracts, subcontracts, and agreements, including but not limited to those with Grant Recipients, where work is performed to fulfill any term or condition

of this Grant Agreement. Grantee shall notify CARB if it becomes aware that a Grant Recipient has violated the provisions of this section and take appropriate remedial action as required by law or by CARB.

45. Office of Foreign Asset Control:

Transactions may be or are prohibited if they involve the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control (OFAC) targeted lists. OFAC publishes lists of targeted individuals, groups, and entities, which can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. The property and interests in property of an entity that is 50 percent or more owned by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed.

Grantee shall include in all recipient agreements an acknowledgment that the Grant Recipient and its agents and property are not in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists. Grantee shall notify CARB within 15 calendar days if it has knowledge that Grantee or any Grant Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

46. Order of Precedence**:**

In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

a. Grant Agreement Cover Sheet
b. Exhibit A – General Terms and Conditions

47. Paragraph Headings:

The headings and captions of the various paragraphs, subparagraphs and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.

48. Personally Identifiable Information (PII):

Information or data that personally identifies an individual or individuals is confidential in accordance with relevant State or federal statutes and regulations. Grantee shall comply with all applicable State or federal statutes or regulations regarding the receipt, use, storage, and release of PII, including by safeguarding all such information or data which comes into their possession under this Grant Agreement and not releasing or publishing any such information or data, except as required by law, court order, or legal process (such as a subpoena).

49. Prevailing Wages and Labor Compliance:

Where applicable, Grantee agrees to be bound by and comply with all the provisions of California Labor Code Section 1771 et seq. regarding prevailing wages. Grantee shall ensure that all agreements subject to reimbursement from this Grant Agreement include language requiring compliance with the applicable provisions of California Labor Code Sections 1720-1861.

50. Project Equipment:

Project Equipment means any products, objects, vehicles, computers, hardware, vessels, engines, machinery, apparatus, implements or tools acquired by Grantee. All such Project Equipment shall be used for the Grant project or program for which it was acquired and for as long as needed or required by the Grant project or program. All such Project Equipment shall be primarily, but need not be exclusively, used for such Grant project or program.

When Project Equipment is no longer needed for the original program purpose, Grantee must request disposition instructions from CARB. However, equipment with a current fair market value of $10,000.00 or less (per unit) may be retained,

sold, or otherwise disposed of without requesting disposition instructions from CARB.

51. Professionals:

The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

52. Severability:

If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, shall not be affected.

53. Survival:

All provisions in this Grant Agreement shall survive its termination, cancellation, or expiration, except the following sections (unless otherwise required by law): Additional Required Terms for Grant Recipient Agreements Funded by This Grant; Amendment; Americans with Disabilities Act; Assignment; Compliance with Law; Conflict of Interest; Disbursement Deadline; Disbursement Request; Environmental Justice; Executive Order N-6-22 – Russia Sanctions; Force Majeure; Funding Prohibitions for Sectarian Purposes and Non-Public Schools; GenAI Use and Reporting; Insurance; Labor Compliance for Drayage and Short-Haul; Nondiscrimination (except for 44.d); Office of Foreign Asset Control; Prevailing Wages and Labor Compliance; Professionals; and Timeliness.

54. Term:

This Grant Agreement shall be effective upon full execution of the Grant Agreement Cover Sheet and shall continue in full force and effect until the Grant Agreement expires, is terminated or all conditions of the Grant Agreement have been met, whichever occurs first. This award is conditional based on CARB receipt and

approval of a fully executed Grant Agreement accepting Fiscal Year 2025-2026 CAP Incentives funds.

55. Termination:

CARB may terminate this Grant Agreement with cause by written notice at any time prior to completion of projects funded by this Grant Award. Termination with cause means a violation by Grantee of any provision of this Grant Agreement after such violation has been called to the attention of Grantee and after failure of the Parties to resolve the dispute pursuant to Section 43 – Disputes.

56. Third-Party Beneficiaries:

Grantee represents, warrants and agrees that CARB and the State of California are third-party beneficiaries in all contracts, subcontracts, grants, subgrants and other agreements entered into using Grant Funds, or for the purpose of carrying out any of the terms or conditions of this Grant Agreement during the Term.

The existence of this Grant Agreement does not create, and nothing stated in this Grant Agreement creates, rights in or grants remedies to any third party or third parties, other than CARB and the State of California as stated in this section, as a beneficiary or beneficiaries of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

57. Waiver of Rights:

Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either Party shall not be considered a waiver of right with respect to any other default or matter. Any rights and remedies provided for in this Grant Agreement to either Party are in addition to any other rights and remedies provided by law.

E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

Document Description: Resolution for AB 617 Community Air Protection Incentive Grant Program

APPROVED AS TO FORM:

Date: 6/3/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0959 **Agenda Date:** 6/16/2026 **Agenda #:** 39.

HEALTH SERVICES AGENCY - Interim Executive Director Michelle Schmidt

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Executive Director to sign the Agreement with Open Line Group Homes, Inc., for the provision of Mental Health Services for the maximum compensation payable not to exceed $400,000, effective 9/1/25 and shall terminate 6/30/27

Financial Impact:
Budget Unit is 40131 for Mental Health. Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act funds allocated for medically necessary services. There is no impact to the General Fund.

Background Information:
This is a new Agreement with the vendor to provide mental health services for Tehama County youth. Placement for at risk youth is extremely difficult and there is a statewide shortage of beds available. The Department became aware of a client placement at Open Line Group Homes, Inc. in February 2026. This placement was made through the Department of Social Services for a short-term residential treatment of a foster youth due to an urgent placement need for high level of care. The Department was hoping to cover for these services through Purchase Orders, however, the amounts exceeded the limits allowable. Subsequent to this, contract development occurred.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND OPEN LINE GROUP HOMES, INC.

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Open Line Group Homes, Inc. ("Contractor") for the purpose of mental health services.

1. RESPONSIBILITIES OF CONTRACTOR

Contractor agrees to provide Mental Health Services for Full-Scope Medi-Cal beneficiaries eligible for enrollment in the Tehama County (COUNTY 52 Medi-Cal) Mental Health Plan. Services to uninsured or non-Medi-Cal eligible individuals may be reimbursed under this agreement on a case-by-case basis if the Contractor receives written authorization from County prior to providing such services provided however, that only medically necessary services shall be provided or billed under this contract. Without limiting the generality of the foregoing, educationally related mental health services are not covered by this contract, and County shall not be obligated to pay for such services under the contract. Further, this contract shall not cover services provided to any individual placed in Contractor's facility pursuant to an Individualized Education Plan, and County shall not be obligated to pay for such services under the contract.

Contractor agrees to provide specialized treatment services for adolescents who are certified to require Short Term Residential Therapeutic Programs (STRTP) upon request of County (subject to availability of staff) including:

1. One-on-one supervision with client and staff as necessary for special needs client.
2. Additional treatment for the client requiring clinical therapeutic intervention by licensed professional staff, or clinical therapeutic intervention by unlicensed professional staff who are under direct clinical supervision of licensed professional staff.
3. Nighttime supervision for the client requiring extensive supervision and/or crisis intervention.
4. Group and individual outpatient psychotherapy sessions, delivered by a licensed mental health clinician.
5. Milieu therapy and other specified therapeutic services as deemed necessary in accordance with the youth's treatment plan.

7. Aftercare services for clients meeting criteria for return to community living. Aftercare services shall include medication support services, and other specified therapeutic services as deemed necessary in accordance with youth's return.
8. Service planning, treatment planning, progress evaluation, aftercare planning, and discharge. Planning shall be scheduled between County's and Contractor's staffs to insure appropriate continuity of care, and concurrent review and service authorization.

Contractor will provide these services specifically for the client who needs maintenance through behaviors that cannot be tolerated in the regular group home setting, i.e., assaultive behavior, self-injurious or self-destructive behavior, suicidal behavior, bizarre or outrageous behavior, self-mutilation, elopement.

Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

Contractor understands that court-ordered assessments, written reports, expert witness testimony, case conferences or other forensic or administrative professional activities shall not be considered reimbursable activities under this agreement.

Contractor shall comply with:

A. Applicable Medi-Cal Specialty Mental Health Services regulations, section 14680 of the Welfare and Institutions Code and the California Code of Regulations, Title 9, Division 1, Chapter 11;

B. Applicable sections of the Tehama County Mental Health Plan ("MHP") as approved by the California Department of Health Care Services, the Tehama County Mental Health Quality Assurance Plan, the Tehama County Cultural Competency Plan, and the various policies and procedures established by the Tehama County Mental Health Director for the administration of public mental health services within Tehama County, as hereafter amended; and

C. The most current Tehama County Health Services Agency - Mental Health Division Provider Handbook for Higher Level Placements ("Handbook").

Contractor shall be liable for State Department of Health Care Services audit exceptions due to

inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor as set forth in section 3 of this agreement. Contractor acknowledges TCHSA Executive Director's ("Director") responsibility for implementing, operating, managing, and overseeing the MHP and compliance with California Welfare and Institutions Code, and Title 9, California Code of Regulations ("Title 9, CCR"). Director retains the right to restrict payment under this agreement to medically necessary services that meet MHP and Title 9, CCR requirements for preauthorization and retrospective review.

County agrees to pay Contractor at the rates listed in section 3 of this agreement for authorized services. In the event that the State of California shall establish a maximum allowance for any service listed in section 1 that is lower than the rate established by this agreement the maximum allowance established by the State of California shall prevail.

County will provide Contractor with the Handbook, attached hereto as Exhibit E, and by this reference made a part hereof.

County will follow the Provider Problem Resolution Process described in the Handbook when Contractor disputes denial of payment. If a Federal or State audit exception is created due to error of omission or commission on the part of the County, the County will be held responsible for the audit exception.

3. COMPENSATION

A. County shall compensate Contractor for services rendered pursuant to the terms described in the current Handbook, attached as Exhibit E and incorporated herein. County shall pay Contractor the rates set forth in Exhibit B.

B. Board and Care shall not be the responsibility of Tehama County and shall not be billed under this Agreement.

C. The total Maximum compensation payable under this agreement shall not exceed $200,000.00 in any one fiscal year (July – June) at the rate negotiated above, pursuant to the terms and conditions of this Agreement and pursuant to any special compensation terms specified therein.

SPECIAL COMPENSATION TERMS

The following specific terms of compensation shall apply. For each client the monthly claim shall itemize the type and date of service:

Medication Visits - in increments of staff minutes so that County is able to bill the Medi-Cal program for minutes of medication support provided by an appropriately licensed medical professional.

D. Cost Reports

Effective July 1, 2022, MHPs, DMCODS/DMC counties will no longer be required to submit an annual Medi-Cal cost report. This policy change will eliminate the need for counties to collect and submit cost reports from subcontracted network providers for purposes of Medi-Cal reimbursement. However, counties may still need to collect cost information from subcontracted network providers for a variety of reasons, including, but not limited to:

- MHPs and DMC-ODS/DMC counties are required to continue to collect cost reports from network providers in compliance with DHCS cost reporting policies for services rendered prior to the date Behavioral Health Payment Reform is implemented on July 1, 2023.

- When cost reporting is required by state or federal law.

4. <u>BILLING AND PAYMENT</u>

Contractor shall submit to County a monthly invoice of rendered services by the thirtieth day following the last day of the month in which the services were delivered. County shall make payment within 30 days of the date the services were approved for payment on the basis of retrospective review described in paragraph 12, PAYMENT AUTHORIZATION, below. County shall not be obligated to pay for services billed later than the thirtieth day following the last day of the month in which the services were delivered except in the case of beneficiaries covered by

both Medi-Cal and a third-party payer. If a beneficiary is covered by both Medi-Cal and a third-party payer, Contractor will bill third party payer and receive an Explanation of Benefits (EOB) from the third-party payer prior to billing County. Submission to County shall be considered timely when a billing invoice (accompanied by an EOB indicating payment or denial) is submitted: (1) no later than the thirtieth day following the last day of the month in which Contractor received an EOB for the billed service from the third-party payer, and (2) no later than the 120th day following the last day of the month in which services were delivered.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on September 1, 2025, and shall terminate June 30, 2027, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully

comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid

waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:
Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: Open Line Group Homes, Inc.
4625 Mt Lakes Blvd.
Redding, CA 96003

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. SERVICE STANDARDS

Contractor agrees to abide by the same standards of care under which county provides service through programs staffed by County employees. Standards of care are communicated to Contractor via the Handbook, orientation, site certification process, retrospective reviews by the MHP, and training as new standards of care are implemented.

27. PAYMENT AUTHORIZATION

County shall render payment as described in the current Handbook for services provided under this agreement that were authorized and that meet service standards and documentation standards established by the Tehama County MHP and Title 9, CCR. Compliance with MHP and Title 9, CCR service standards and documentation standards shall be established on the basis of retrospective reviews performed by Director or his or her designee. All claims for reimbursement under this agreement shall be submitted together with an Assurance of Compliance and Letter of Transmittal (see Handbook).

28. CODE OF CONDUCT

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is

committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;

- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;

- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

29. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The Contractor acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

30. CULTURAL COMPETENCY

Contractor shall insure that services delivered under the terms of this agreement reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities. Contractor shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"

B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,

C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,

D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,

E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

31. DOCUMENTS AND RECORDS

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of

any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

32. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Service Information (CSI) System as prescribed by the State Department of Health Care Services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

33. FINANCIAL RECORDS

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be maintained and retained for ten years following the close of the fiscal year to which the records pertain, or settlement of the Short-Doyle Medi-Cal Cost Report with the State of California, whichever is longer.

34. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, section 205.50 for MediCal-eligible patients) including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

35. SEVERABILITY

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

36. PARTICIPATION IN FEDERAL HEALTHCARE PROGRAMS

A. In entering into this agreement, Contractor acknowledges that County intends to seek reimbursement from Federal Healthcare programs for services provided directly by Contractor. Contractor acknowledges County's intent to comply with all rules and regulations pertaining to Federal Healthcare Programs. Contractor agrees to comply, and to require its employees who are considered "Covered Individuals" to comply with all policies and procedures of the Compliance Program. "Covered Individuals" are defined as employees or independent

contractors of the Contractor with responsibilities pertaining to the ordering, provision, documentation, coding, or billing of services payable by a Federal Healthcare program for which County seeks reimbursement from the Federal Healthcare programs.

B. Contractor agrees to provide copies of the Code of Conduct to all Covered Individuals and to obtain (subject to review by County and/or Office of Inspector General [OIG]) signed certifications from each individual certifying that they have received, read, and understand the Code of Conduct and agree to abide by all rules and regulations pertaining to participation in Federal Healthcare programs. Contractor will submit the signed certifications to TCHSA's Compliance Officer within thirty (30) days after the effective date of this agreement for all current employees who are "Covered Individuals" and within thirty (30) days after the start date of any newly-hired employees or independent contractors who are "Covered Individuals".

C. Contractor shall comply with all contractual provisions pursuant to Exhibit D, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

D. Contractor shall provide assurances of compliance with current State of California and Federal regulations regulating the reimbursement and delivery of healthcare services. These assurances are in the following forms which are provided in the Handbook:

(1) Statement of Understanding and Compliance – signed by each service provider for every day he/she provides a service to a beneficiary. This Statement shall be attached to or printed on the service provider's daily time sheet, service activity log, or billing record. If Contractor does not use a daily time sheet, service activity log, or billing record, Contractor may, after approval from County (which may be obtained via email), have each service provider sign a monthly Statement of Understanding and Compliance. Contractor shall make signed Statements available to County

upon request.

(2) Assurance of Compliance and Letter of Transmittal – signed by an officer of the corporation. This must accompany each claim for reimbursement.

37. AGREEMENT SUPERVISION

A. The Director, or his/her designee, shall be the County employee authorized and assigned to represent the interests of the County and to ensure that the terms and conditions of this agreement are carried out.

B. County shall monitor the kind, quality, and quantity of Contractor's services and criteria for determining the persons to be served and length of treatment for patients covered under the terms of this agreement.

38. PERSONNEL

A. Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1.

B. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

C. Contractor shall comply with all applicable Federal and/or State laws, rules, and regulations in regard to nondiscrimination in employment on the basis of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, or disability (including compliance with the Federal Rehabilitation Act of 1973, section 504.

39. LICENSING REQUIREMENTS

Contractor shall comply with all necessary County or State licensing requirements and must obtain appropriate licenses and display same in a location that is reasonably conspicuous. Contractor shall abide by the Welfare and Institutions Code, section 5600 et. seq., Title 9 and

Title 22 of the California Code of Regulations, the State Cost Reporting/Data Collection Manual (CR/DC), and State Department of Health Care Services Policy Letters.

40. TAXES

Contractor agrees to file Federal and State tax returns and pay all applicable State and Federal taxes on amounts paid pursuant to this agreement. In case County is audited for compliance regarding withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on those earnings.

41. PATIENT'S RIGHTS

Contractor shall give beneficiaries notice of their rights as contained in the Tehama County Guide to Medi-Cal Mental Health Services (available upon request from County in electronic or paper form). In addition, in all facilities providing the services described herein the Contractor shall have prominently posted in the predominant languages of the community a list of the patients' rights.

42. SUPPLEMENTATION OF WAGES

Contractor desires to comply with DSS Manual of Procedures Section 11-402.122 & .123 which allows RCL programs to use mental health funds to pay for certain payroll costs of child care and social worker staff and not forfeit RCL points. County acknowledges that the funds in this contract may be used, in part, to supplement the wages (including taxes and benefits) of child care and social worker staff which would otherwise be paid with AFDC-FC funds. Any requirement for additional hours or positions beyond the minimum provided for under AFDC-FC policy may also be paid for with mental health funds.

43. MONITORING

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regard to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

44. MISCELLANEOUS PROVISION

Contractor shall comply specifically with Division 5 of the Welfare and Institutions Code, Titles 9 and 22 of the California Code of Regulations, and all statutes and regulations related thereto.

Contractor shall possess and maintain Mental Health Organizational Provider certification and comply with the California Department of Health Care Services requirements thereof, including on-site reviews at least once every three years. If Contractor is a STRTP, Contractor shall also maintain accreditation in good status, Mental Health Program Approval and Medi-Cal certification.

Contractor shall comply with all Patients' Rights statutes and regulations.

Contractor shall insure that all pertinent admissions and length of stay requests comply with utilization review regulations.

BANKRUPTCY: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefits of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself, or, becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

45. TRACKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C.7104)."

46. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

47. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

48. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

49. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 5-29-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 5/14/2026

OPEN LINE GROUP HOMES, INC.

Tyson Poso, Chief Operating Officer

Contractor Number

V000939
Vendor Number

Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of $1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of $1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of $25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Rates

Provider Type	Rate
LPHA/LCSW (interned or Waivered	$270 / Hour or $67.50 / 15 Mins
MHRS/Other Qualified Provider	$240 / Hour or $60 / 15 Mins
Nurse Practitioner / Psychiatrist	$1,000 / Hour or $250 / 15 Mins

Exhibit C

Scope of Work

Open Line Group Homes, Inc. provides integrated, trauma-informed, culturally responsive, and client-centered residential and mental health services to youth ages 12–18 who meet medical necessity for specialty mental health services and require a structured therapeutic environment.

Open Line delivers coordinated behavioral health services in compliance with:

- California Department of Social Services (CDSS)
- Community Care Licensing Division (CCLD)
- California Department of Health Care Services (DHCS)
- County Mental Health Plan (MHP) requirements
- Medi-Cal Specialty Mental Health Services standards
- Trauma-informed and culturally competent best practices

All services are individualized, medically necessary, strength-based, and designed to promote stabilization, permanency, family engagement, and successful transition to a lower level of care.

Open Line shall provide the following Specialty Mental Health Services:

1. Individual Therapy
2. Intensive Case Coordination (ICC) / Case Management
3. Medication Management
4. Group Therapy
5. Behavioral Rehabilitation Services (BRS)
6. Independent Living Program (ILP) Services
7. Intensive Home-Based Services (IHBS) (as appropriate for step-down and transition)

Each service is described in detail below.

1. INDIVIDUAL THERAPY

Service Description

Individual Therapy consists of structured, face-to-face (or approved telehealth) therapeutic interventions provided by licensed, waivered, or registered mental health clinicians operating within their scope of practice.

Therapy sessions are conducted in accordance with an individualized treatment plan and are designed to address:

- Trauma-related symptoms
- Mood disorders
- Anxiety disorders
- Behavioral dysregulation
- Attachment disturbances
- Substance use co-occurring conditions
- Grief, loss, and identity development
- Emotional and social functioning

Clinical Approach

Services are delivered using evidence-based and evidence-informed modalities including:

- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
- Cognitive Behavioral Therapy (CBT)
- Dialectical Behavioral Therapy (DBT) interventions
- Motivational Interviewing
- Solution-Focused Therapy
- Strength-Based and Client-Centered approaches

Frequency & Duration

- Typically provided weekly, or more frequently based on medical necessity
- Duration aligned with treatment plan goals and clinical progress

Expected Outcomes

- Reduction in symptom severity
- Improved emotional regulation
- Increased coping skills

- Improved functioning in placement, school, and family systems
- Progress toward permanency and discharge readiness

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2. INTENSIVE CASE COORDINATION (ICC) / CASE MANAGEMENT

Service Description

Intensive Case Coordination (ICC) ensures comprehensive care planning, service integration, and coordination across all involved systems.

ICC includes:

- Development and oversight of the Client Plan / Treatment Plan
- Coordination with Child and Family Team (CFT)
- Linkage to community resources
- Collaboration with child welfare, probation, education, healthcare providers
- Advocacy for youth needs
- Crisis planning and transition planning

Core Functions

- Facilitation of Child and Family Team (CFT) meetings
- Monitoring of service implementation
- Ensuring alignment between clinical goals and placement goals
- Transition planning for lower levels of care
- Caregiver engagement

Expected Outcomes

- Integrated service delivery
- Reduction of service fragmentation
- Improved permanency outcomes
- Successful step-down transitions
- Increased family and caregiver participation

3. MEDICATION MANAGEMENT

Service Description

Medication Management is provided by a licensed Psychiatrist, Psychiatric Nurse Practitioner, or other authorized prescribing professionals.

Services include:

- Psychiatric assessment and evaluation
- Diagnosis and differential diagnosis
- Medication prescribing
- Ongoing medication monitoring
- Review of psychotropic medication effectiveness and side effects
- Education to youth and caregivers regarding medications

Monitoring Components

- Regular follow-up appointments
- Side effect monitoring
- Coordination with primary care providers
- Collaboration with therapists and residential staff
- Documentation in EHR consistent with DHCS requirements

Expected Outcomes

- Stabilization of psychiatric symptoms
- Safe and effective medication use
- Reduction of crisis events
- Increased engagement in therapy and programming

4. GROUP THERAPY

Service Description

Group Therapy is a structured therapeutic intervention facilitated by qualified mental health professionals. Groups are organized around clinical themes and treatment goals.

Types of Groups May Include:

- Emotional regulation skills (DBT-informed)
- Anger management

- Substance use recovery
- Social skills training
- Trauma processing groups
- Psychoeducation
- Healthy relationships
- Coping skills and stress management

Clinical Objectives

- Improve peer interaction skills
- Reduce isolation
- Enhance communication abilities
- Practice behavioral regulation
- Build accountability and empathy

Expected Outcomes

- Increased pro-social behavior
- Improved interpersonal functioning
- Increased insight and emotional awareness
- Reduced behavioral incidents

5. BEHAVIORAL REHABILITATION SERVICES (BRS)

Service Description

Behavioral Rehabilitation Services (BRS) are individualized behavioral interventions provided to youth who exhibit significant behavioral challenges that interfere with daily functioning.

These services include:

- Functional Behavioral Assessments (FBA)
- Development of Behavioral Intervention Plans (BIP)
- Skill-building interventions
- Reinforcement strategies

- De-escalation support
- Coaching residential staff

Core Focus Areas

- Aggression reduction
- Self-harm prevention
- Elopement prevention
- Property destruction reduction
- Compliance and adaptive behavior
- Replacement skill acquisition

Expected Outcomes

- Reduction in high-risk behaviors
- Increased adaptive coping skills
- Improved safety within the residential setting
- Decreased use of crisis interventions

6. INDEPENDENT LIVING PROGRAM (ILP) SERVICES

Service Description

Independent Living Program (ILP) Services are structured, developmentally appropriate life skills services designed to prepare youth for successful adulthood and community reintegration.

Skill Development Areas

- Budgeting and financial literacy
- Employment readiness
- Resume building and interview skills
- Time management
- Household management
- Transportation skills
- Health and wellness

- Educational planning
- Housing readiness

Service Delivery Methods

- Individual ILP sessions
- Group life skills workshops
- Community-based experiential learning
- Practical skill-building exercises

Expected Outcomes

- Increased independent functioning
- Successful transition to independent or semi-independent settings
- Improved employment or educational engagement
- Enhanced self-efficacy

7. INTENSIVE HOME-BASED SERVICES (IHBS)

Service Description

Intensive Home-Based Services (IHBS) are intensive, individualized behavioral interventions provided to youth and families to support successful transition from STRTP to family or community-based placement.

IHBS may be delivered during:

- Step-down planning
- Reunification efforts
- Prevention of higher-level placement
- Post-discharge stabilization

Core Components

- Home-based behavioral interventions
- Parent coaching

- Skill generalization
- Crisis mitigation strategies
- Safety planning
- Community integration support

Clinical Focus

- Strengthening caregiver capacity
- Reducing risk of re-entry into residential care
- Promoting family stability
- Increasing youth success in home and community settings

Expected Outcomes

- Reduced placement disruptions
- Increased permanency
- Improved family functioning
- Sustained treatment gains post-discharge

Open Line shall ensure:

- Services are medically necessary and authorized per county MHP requirements.
- Documentation complies with DHCS and Medi-Cal standards.
- Services are provided by appropriately licensed or credentialed professionals.
- Cultural competence and language access are maintained.
- Trauma-informed practices are integrated throughout service delivery.
- Data collection and outcome measurement occur at admission, intervals during care, discharge, and post-discharge follow-up when applicable.

Open Line will monitor:

- Symptom reduction
- Placement stability
- Permanency outcomes
- Crisis reduction
- Medication adherence

- Youth satisfaction
- Caregiver satisfaction
- Successful transition to lower levels of care

Data will be analyzed quarterly and annually to inform quality improvement initiatives.

All services are delivered with the goal of:

- Stabilization
- Permanency
- Successful step-down to family-based or community-based placement
- Youth empowerment and long-term resiliency

Transition planning begins at admission and includes multidisciplinary collaboration and documented discharge planning.

Exhibit D

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

Contractor shall document evidence of compliance with all contractual provisions and provide to County upon request.

Exclusions Checks

Consistent with the requirements of 42 Code of Federal Regulations, (C.F.R.) part 455.436, Contractor shall confirm the identify and determine the exclusion status of all providers (employees and subcontractors), as well as any person with an ownership or control interest, or who is an agent or managing employee of Contractor through monthly checks of Federal and State databases. The databases to be included are:

A. The Social Security Administration's Death Master File
B. The National Plan and Provider Enumeration System (NPPES)
C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
D. The System for Award Management (SAM)
E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

Contractor shall retain evidence of monthly checks and provide to County upon request. If the Contractor finds a party that is excluded, Contractor shall notify the County within one (1) business day. Contractor shall not permit an excluded provider to render services to a County client.

Ownership Disclosure

Pursuant to the requirements of 42 C.F.R. § 455.104, Contractor must make disclosures regarding any person (individual or corporation) who has an ownership or control interest in the Contractor, whether the person (individual or corporation) is related to another person with an ownership or control interest in the Contractor as a spouse, parent, child, or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child or sibling.

The term "person with an ownership or control interest" means, with respect to the Contractor, a person who:

A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or

C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
D. Is a partner in the Contractor, if the Contractor is organized as a partnership

Contractor will provide County the following disclosures prior to the execution of this contract (and annually thereafter), prior to its extension or renewal (and annually thereafter), and within thirty five (35) days after any change in Contractor ownership:

A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
B. Date of birth and Social Security Number (in the case of an individual);
C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
    (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
    (2) Any Medicare intermediary or carrier; and
    (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
    (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

Contractor must submit disclosures and updated disclosures to County regarding certain business transactions within thirty five (35) days, upon request. The following must be disclosed:

A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than $25,000 during the 12-month period ending on the date of request; and
B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

Contractor shall submit the following disclosures to County regarding Contractor's management prior to execution of this contract and at any time upon County request:

(A) The identity of any person who is a managing employee of Contractor who has been convicted of a crime related to federal health care programs. [42 C.F.R. § 455.106(a)(1), (2).]
(B) The identity of any person who is an agent of Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R.§455.101.

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

Exhibit E

TEHAMA COUNTY Behavioral Health Member Handbook

Specialty Mental Health Services and Drug Medi-Cal

Tehama County Health Services Agency
Mental Health and Substance Use Recovery Division
P.O. Box 400
1860 Walnut Street
Red Bluff, CA 96080
Phone: (530) 527-5631
TCHSA Access Line 1-800-240-3208 is available 24 hours a day, 7 days a week.

Effective Date: January 1, 2026[1]

NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE SERVICES AND AUXILIARY AIDS AND SERVICES

English
ATTENTION: If you need help in your language call 1-800-240-3208 (TTY: 711). Aids and services for people with disabilities, like documents in braille and large print, are also available. Call 1-800-240-3208 (TTY: 711). These services are free of charge.

العربية (Arabic)
يُرجى الانتباه: إذا احتجت إلى المساعدة بلغتك، فاتصل بـ 1-800-240-3208 (TTY: 711). تتوفر أيضًا المساعدات والخدمات للأشخاص ذوي الإعاقة، مثل المستندات المكتوبة بطريقة بريل والخط الكبير. اتصل بـ 1-800-240-3208 (TTY: 711). هذه الخدمات مجانية.

Հայերեն (Armenian)
ՈՒՇԱԴՐՈՒԹՅՈՒՆ: Եթե Ձեզ օգնություն է հարկավոր Ձեր լեզվով, զանգահարեք 1-800-240-3208 (TTY: 711): Կան նաև օժանդակ միջոցներ ու ծառայություններ հաշմանդամություն ունեցող անձանց համար, օրինակ՝ Բրայլի գրատիպով ու խոշորատառ տպագրված նյութեր: Զանգահարեք 1-800-240-3208 (TTY: 711): Այդ ծառայություններն անվճար են:

ខ្មែរ (Cambodian)
ចំណាំ៖ បើអ្នក ត្រូវ ការជំនួយ ជាភាសា របស់អ្នក សូម ទូរស័ព្ទទៅលេខ 1-800-240-3208 (TTY: 711)។ ជំនួយ និង សេវាកម្ម សម្រាប់ ជនពិការ ដូចជាឯកសារសរសេរជាអក្សរផុស សម្រាប់ជនពិការភ្នែក ឬឯកសារសរសេរជាអក្សរពុម្ពធំ ក៏អាចរកបានផងដែរ។ ទូរស័ព្ទមកលេខ 1-800-240-3208 (TTY: 711)។ សេវាកម្មទាំងនេះមិនគិតថ្លៃឡើយ។

繁體中文 (Chinese)
请注意：如果您需要以您的母语提供帮助，请致电 1-800-240-3208 (TTY: 711)。另外还提供针对残疾人士的帮助和服务，例如盲文和需要较大字体阅读，也是方便取用的。请致电 1-800-240-3208 (TTY: 711)。这些服务都是免费的。

فارسی (Farsi)
توجه: اگر می‌خواهید به زبان خود کمک دریافت کنید، با 1-800-240-3208 (TTY: 711) تماس بگیرید. کمک‌ها و خدمات مخصوص افراد دارای معلولیت، مانند نسخه‌های خط بریل و چاپ با حروف بزرگ، نیز موجود است. با 1-800-240-3208 (TTY: 711) تماس بگیرید. این خدمات رایگان ارائه می‌شوند.

[1] The handbook must be offered at the time the member first accesses services.

हिंदी (Hindi)
ध्यान दें: अगर आपको अपनी भाषा में सहायता की आवश्यकता है तो 1-800-240-3208 (TTY: 711) पर कॉल करें। अशक्तता वाले लोगों के लिए सहायता और सेवाएं, जैसे ब्रेल और बड़े प्रिंट में भी दस्तावेज़ उपलब्ध हैं। 1-800-240-3208 (TTY: 711) पर कॉल करें। ये सेवाएं नि: शुल्क हैं।

Hmoob (Hmong)
CEEB TOOM: Yog koj xav tau kev pab txhais koj hom lus hu rau 1-800-240-3208 (TTY: 711). Muaj cov kev pab txhawb thiab kev pab cuam rau cov neeg xiam oob qhab, xws li puav leej muaj ua cov ntawv su thiab luam tawm ua tus ntawv loj. Hu rau 1-800-240-3208 (TTY: 711). Cov kev pab cuam no yog pab dawb xwb.

日本語 (Japanese)
注意日本語での対応が必要な場合は 1-800-240-3208 (TTY: 711)へお電話ください。点字の資料や文字の拡大表示など、障がいをお持ちの方のためのサービスも用意しています。 1-800-240-3208 (TTY: 711)へお電話ください。これらのサービスは無料で提供しています。

한국어 (Korean)
유의사항: 귀하의 언어로 도움을 받고 싶으시면 1-800-240-3208 (TTY: 711) 번으로 문의하십시오. 점자나 큰 활자로 된 문서와 같이 장애가 있는 분들을 위한 도움과 서비스도 이용 가능합니다. 1-800-240-3208 (TTY: 711) 번으로 문의하십시오. 이러한 서비스는 무료로 제공됩니다.

ພາສາລາວ (Laotian)
ປະກາດ: ຖ້າທ່ານຕ້ອງການຄວາມຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໃຫ້ໂທຫາເບີ 1-800-240-3208 (TTY: 711). ຍັງມີຄວາມຊ່ວຍເຫຼືອແລະການບໍລິການສໍາລັບຄົນພິການ
ເຊັ່ນເອກະສານທີ່ເປັນອັກສອນນູນແລະມີໂຕພິມໃຫຍ່ ໃຫ້ໂທຫາເບີ
1-800-240-3208 (TTY: 711). ການບໍລິການເຫຼົ່ານີ້ບໍ່ຕ້ອງເສຍຄ່າໃຊ້ຈ່າຍໃດໆ.

Mien
LONGC HNYOUV JANGX LONGX OC: Beiv taux meih qiemx longc mienh tengx faan benx meih nyei waac nor douc waac daaih lorx taux 1-800-240-3208 (TTY: 711). Liouh lorx jauv-louc tengx aengx caux nzie gong bun taux ninh mbuo wuaaic fangx mienh, beiv taux longc benx nzangc-pokc bun hluo mbiutc aengx caux aamz mborqv benx domh sou se mbenc nzoih bun longc. Douc waac daaih lorx 1-800-240-3208 (TTY: 711). Naaiv deix nzie weih gong-bou jauv-louc se benx wang-henh tengx mv zuqc cuotv nyaanh oc.

ਪੰਜਾਬੀ (Punjabi)
ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਦੀ ਲੋੜ ਹੈ ਤਾਂ ਕਾਲ ਕਰੋ 1-800-240-3208 (TTY: 711). ਅਪਾਹਜ ਲੋਕਾਂ ਲਈ ਸਹਾਇਤਾ ਅਤੇ ਸੇਵਾਵਾਂ, ਜਿਵੇਂ ਕਿ ਬ੍ਰੇਲ ਅਤੇ ਮੋਟੀ ਛਪਾਈ ਵਿੱਚ ਦਸਤਾਵੇਜ਼, ਵੀ ਉਪਲਬਧ ਹਨ| ਕਾਲ ਕਰੋ 1-800-240-3208 (TTY: 711).
ਇਹ ਸੇਵਾਵਾਂ ਮੁਫਤ ਹਨ|

Русский (Russian)
ВНИМАНИЕ! Если вам нужна помощь на вашем родном языке, звоните по номеру 1-800-240-3208 (линия TTY: 711). Также предоставляются средства и услуги для людей с ограниченными возможностями, например документы крупным шрифтом или шрифтом Брайля. Звоните по номеру 1-800-240-3208 (линия TTY: 711). Такие услуги предоставляются бесплатно.

Español (Spanish)
ATENCIÓN: si necesita ayuda en su idioma, llame al 1-800-240-3208 (TTY: 711). También ofrecemos asistencia y servicios para personas con discapacidades, como documentos en braille y con letras grandes. Llame al 1-800-240-3208 (TTY: 711). Estos servicios son gratuitos.

Tagalog (Filipino)
ATENSIYON: Kung kailangan mo ng tulong sa iyong wika, tumawag sa 1-800-240-3208 (TTY: 711). Mayroon ding mga tulong at serbisyo para sa mga taong may kapansanan,tulad ng mga dokumento sa braille at malaking print. Tumawag sa 1-800-240-3208 (TTY: 711). Libre ang mga serbisyong ito.

ภาษาไทย (Thai)
โปรดทราบ: หากคุณต้องการความช่วยเหลือเป็นภาษาของคุณ กรุณาโทรศัพท์ไปที่หมายเลข 1-800-240-3208 (TTY: 711) น
อกจากนี้ ยังพร้อมให้ความช่วยเหลือและบริการต่าง ๆ สำหรับบุคคลที่มีความพิการ เช่น เอกสารต่าง ๆ ที่เป็นอักษรเบรลล์และเอกสารที่พิมพ์ด้วยตัวอักษรขนาดใหญ่ กรุณาโทรศัพท์ไปที่หมายเลข 1-800-240-3208 (TTY: 711) **ไม่มีค่าใช้จ่ายสำหรับบริการเหล่านี้**

Українська (Ukrainian)
УВАГА! Якщо вам потрібна допомога вашою рідною мовою, телефонуйте на номер 1-800-240-3208 (TTY: 711). Люди з обмеженими можливостями також можуть скористатися допоміжними засобами та послугами, наприклад, отримати документи, надруковані шрифтом Брайля та великим шрифтом. Телефонуйте на номер 1-800-240-3208 (TTY: 711). Ці послуги безкоштовні.

Tiếng Việt (Vietnamese)
CHÚ Ý: Nếu quý vị cần trợ giúp bằng ngôn ngữ của mình, vui lòng gọi số 1-800-240-3208 (TTY: 711). Chúng tôi cũng hỗ trợ và cung cấp các dịch vụ dành cho người khuyết tật, như tài liệu bằng chữ nổi Braille và chữ khổ lớn (chữ hoa). Vui lòng gọi số 1-800-240-3208 (TTY: 711). Các dịch vụ này đều miễn phí.

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Other languages

If you need help in your language call 1-800-240-3208 (TTY: 711). Aids and services for people with disabilities, like documents in braille and large print, are also available. Call 1-800-240-3208 (TTY: 711). These services are free of charge.

Other formats

You can get this information in other formats, such as braille, 20-point font large print, audio, and accessible electronic formats at no cost to you. Call the county telephone number listed on the cover of this handbook (TTY: 711). The call is toll free.

Interpreter Services

The county provides oral interpretation services from a qualified interpreter, on a 24-hour basis, at no cost to you. You do not have to use a family member or friend as an interpreter. We discourage the use of minors as interpreters, unless it is an emergency. The county can also provide auxiliary aids and services to a family

member, friend, or anyone else with whom it is appropriate to communicate with on your behalf. Interpreter, linguistic and cultural services are available at no cost to you. Help is available 24 hours a day, 7 days a week. For language help or to get this handbook in a different language, call the county telephone number listed on the cover of this handbook (TTY: 711). The call is toll free.

COUNTY CONTACT INFORMATION

We are here to help. The following county contact information will help you get the services you need.

Telephone Number: (530) 527-5631
County 24/7 Access Line: (800) 240-3208
County behavioral health website hyperlink:
https://www.tehamacohealthservices.net/administration/about-us/behavioral-health/
County Provider Directory hyperlink:
https://www.tehamacohealthservices.net/behavioral-health-provider-directory/
Tehama County Patient Access Application Programming Interfaces (APIs) are still under development at this time. When they are completed and ready to be accessed, an update will be made to this handbook.

Who Do I Contact If I'm Having Suicidal Thoughts?

If you or someone you know is in crisis, please call the 988 Suicide and Crisis Lifeline at **988** or the National Suicide Prevention Lifeline at **1-800-273-TALK (8255)**. Chat is available at https://988lifeline.org/.
To access your local programs, please call the 24/7 Access Line or county telephone number listed above.

PURPOSE OF THIS HANDBOOK

Why is it important to read this handbook?

Your county has a mental health plan that offers mental health services known as “specialty mental health services”. Additionally, your Drug Medi-Cal county provides services for alcohol or drug use, known as “substance use disorder services”. Together these services are known as ”behavioral health services”, and it is important that you have information about these services so that you can get the care you need. This handbook explains your benefits and how to get care. It will also answer many of your questions.

You will learn:

- How to receive behavioral health services through your county.
- What benefits you can access.
- What to do if you have a question or problem.
- Your rights and responsibilities as a member of your county.
- If there is additional information about your county, which may be indicated at the end of this handbook.

If you do not read this handbook now, you should hold on to it so you can read it later. This book is meant to be used along with the book you got when you signed up for your Medi-Cal benefits. If you have any questions about your Medi-Cal benefits, call the county using the phone number on the front of this book.

Where Can I Go for More Information About Medi-Cal?

Visit the Department of Health Care Services website at https://www.dhcs.ca.gov/services/medi-cal/eligibility/Pages/Beneficiaries.aspx for more information about Medi-Cal.

BEHAVIORAL HEALTH SERVICES INFORMATION

How to Tell if You or Someone You Know Needs Help?

Many people go through hard times in life and may experience mental health or substance use conditions. The most important thing to remember is that help is available. If you or your family member are qualified for Medi-Cal and need behavioral health services, you should call the county's 24/7 Access Line or the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook. Your managed care plan can also help you contact your county if they believe you or a family member need behavioral health services that the managed care plan does not cover. Your county will help you find a provider for the services you may need.

The list below can help you decide if you or a family member needs help. If more than one sign is present or happens for a long time, it may be a sign of a more serious problem that requires professional help. Here are some common signs you might need help with a mental health condition or substance use condition:

Thoughts and Feelings

- Strong mood changes, possibly with no reason, such as:
    - Too much worry, anxiety, or fear
    - Too sad or low
    - Too good, on top of the world
    - Moody or angry for too long
- Thinking about suicide
- Focusing only on getting and using alcohol or drugs
- Problems with focus, memory or logical thought and speech that are hard to explain
- Problems with hearing, seeing, or sensing things that are hard to explain or that most people say don't exist

Physical

- Many physical problems, possibly without obvious causes, such as:
    - Headaches
    - Stomach aches
    - Sleeping too much or too little
    - Eating too much or too little
    - Unable to speak clearly
- Decline in looks or strong concern with looks, such as:
    - Sudden weight loss or gain
    - Red eyes and unusually large pupils
    - Odd smells on breath, body, or clothing

Behavioral

- Having consequences from your behavior because of changes to your mental health or using alcohol or drugs, such as:
    - Having issues at work or school
    - Problems in relationships with other people, family, or friends
    - Forgetting your commitments
    - Not able to carry out usual daily activities
- Avoiding friends, family, or social activities
- Having secretive behavior or secret need for money
- Becoming involved with the legal system because of changes to your mental health or using alcohol or drugs

Members Under the Age of 21

How Do I Know When a Child or Person Under the Age of 21 Needs Help?

You may contact your county or managed care plan for a screening and assessment for your child or teenager if you think they are showing signs of a behavioral health condition. If your child or teenager qualifies for Medi-Cal and the screening or assessment shows that behavioral health services are needed, then the county will arrange for your child or teenager to receive behavioral health services. Your managed

care plan can also help you contact your county if they believe your child or teenager needs behavioral health services that the managed care plan does not cover. There are also services available for parents who feel stressed by being a parent.

Minors 12 years of age or older, may not need parental consent to receive outpatient mental health treatment or counseling if the attending professional person believes the minor is mature enough to participate in the behavioral health services. Minors 12 years of age or older, may not need parental consent to receive medical care and counseling to treat a substance use disorder related problem. Parental or guardian involvement is required unless the attending professional person determines that their involvement would be inappropriate after consulting with the minor.

The list below can help you decide if your child or teenager needs help. If more than one sign is present or persists for a long time, it may be that your child or teenager has a more serious problem that requires professional help. Here are some signs to look out for:

- A lot of trouble paying attention or staying still, putting them in physical danger or causing school problems
- Strong worries or fears that get in the way of daily activities
- Sudden huge fear without reason, sometimes with racing heart rate or fast breathing
- Feels very sad or stays away from others for two or more weeks, causing problems with daily activities
- Strong mood swings that cause problems in relationships
- Big changes in behavior
- Not eating, throwing up, or using medicine to cause weight loss
- Repeated use of alcohol or drugs
- Severe, out-of-control behavior that can hurt self or others
- Serious plans or tries to harm or kill self
- Repeated fights, use of a weapon, or serious plan to hurt others

ACCESSING BEHAVIORAL HEALTH SERVICES

How Do I Get Behavioral Health Services?

If you think you need behavioral health services such as mental health services and/or substance use disorder services, you can call your county's 24/7 Access Line or the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook. Once you contact the county, you will receive a screening and be scheduled for an appointment for an assessment.

You can also request behavioral health services from your managed care plan if you are a member. If the managed care plan determines that you meet the access criteria for behavioral health services, the managed care plan will help you to get an assessment to receive behavioral health services through your county. Ultimately, there is no wrong door for getting behavioral health services. You may even be able to receive behavioral health services through your managed care plan in addition to behavioral health services through your county. You can access these services through your behavioral health provider if your provider determines that the services are clinically appropriate for you and as long as those services are coordinated and not duplicative.

In addition, keep the following in mind:

- You may be referred to your county for behavioral health services by another person or organization, including your general practitioner/doctor, school, a family member, guardian, your managed care plan, or other county agencies. Usually, your doctor or the managed care plan will need your consent or the permission of the parent or caregiver of a child, to make the referral directly to the county, unless there is an emergency.
- Your county may not deny a request to do an initial assessment to determine whether you meet the criteria for receiving behavioral health services.
- Behavioral health services can be provided by the county or other providers the county contracts with (such as clinics, treatment centers, community-based organizations, or individual providers).

Where Can I Get Behavioral Health Services?

You can get behavioral health services in the county where you live, and outside of your county if necessary. Each county has behavioral health services for children, youth, adults, and older adults. If you are under 21 years of age, you are eligible for additional coverage and benefits under Early and Periodic Screening, Diagnostic, and Treatment. See the “Early and Periodic Screening, Diagnostic, and Treatment” section of this handbook for more information.

Your county will help you find a provider who can get you the care you need. For mental health services, the county must refer you to the closest provider to your home, or within time or distance standards who will meet your needs.

When Can I Get Behavioral Health Services?

Your county has to meet appointment time standards when scheduling a service for you. For mental health services, the county must offer you an appointment:

- Within 10 business days of your non-urgent request to start services with the mental health plan;
- Within 48 hours if you request services for an urgent condition that does not require prior authorization;
- Within 96 hours of an urgent condition that does require prior authorization;
- Within 15 business days of your non-urgent request for an appointment with a psychiatrist; and,
- Within 10 business days from the prior appointment for nonurgent follow up appointments for ongoing conditions.

For substance use disorder services, the Drug Medi-Cal county must offer you an appointment:

- Within 10 business days of your non-urgent request to start services with a substance use disorder provider for outpatient and intensive outpatient services;
- Within 48 hours if you request services for an urgent condition that does not require prior authorization;

- Within 96 hours of an urgent condition that does require prior authorization;
- Within 3 business days of your request for Narcotic Treatment Program services;
- A follow-up non-urgent appointment within 10 days if you're undergoing a course of treatment for an ongoing substance use disorder, except for certain cases identified by your treating provider.

However, these times may be longer if your provider has determined that a longer waiting time is medically appropriate and not harmful to your health. If you have been told you have been placed on a waitlist and feel the length of time is harmful to your health, contact your mental health plan's 24/7 Access Line or the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook. You have the right to file a grievance if you do not receive timely care. For more information about filing a grievance, see "The Grievance Process" section of this handbook.

What Are Emergency Services?

Emergency services are services for members experiencing an unexpected medical condition, including a psychiatric emergency medical condition. An emergency medical condition has symptoms so severe (possibly including severe pain) that an average person could reasonably expect the following might happen at any moment:

- The health of the individual (or the health of an unborn child) could be in serious trouble
- Causes serious harm to the way your body works
- Causes serious damage to any body organ or part

A psychiatric emergency medical condition occurs when an average person thinks that someone:

- Is a current danger to themselves or another person because of a mental health condition or suspected mental health condition.
- Is immediately unable to provide for their needs, such as; food, clothing, shelter, personal safety, or access necessary medical care because of a mental health

condition or suspected mental health condition and/or severe substance use disorder.

Emergency services are covered 24 hours a day, seven days a week for Medi-Cal members. Prior authorization is not required for emergency services. The Medi-Cal program will cover emergency conditions, whether the condition is due to a physical health or mental health condition (thoughts, feelings, behaviors which are a source of distress and/or dysfunction in relation to oneself or others). If you are enrolled in Medi-Cal, you will not receive a bill to pay for going to the emergency room, even if it turns out to not be an emergency. If you think you are having an emergency, call **911** or go to any hospital or other setting for help.

Who Decides Which Services I Will Receive?

You, your provider, and the county are all involved in deciding what services you need to receive. A behavioral health professional will talk with you and will help determine what kind of services are needed.

You do not need to know if you have a behavioral health diagnosis or a specific behavioral health condition to ask for help. You will be able to receive some services while your provider completes an assessment.

If you are under the age of 21, you may also be able to access behavioral health services if you have a behavioral health condition due to trauma, involvement in the child welfare system, juvenile justice involvement, or homelessness. Additionally, if you are under age 21, the county must provide medically necessary services to help your behavioral health condition. Services that sustain, support, improve, or make more tolerable a behavioral health condition are considered medically necessary.

Some mental health services may require prior authorization from the county. Services that require prior authorization include Intensive Home-Based Services, Day Treatment Intensive, Day Rehabilitation, Therapeutic Behavioral Services, and Therapeutic Foster

Care. Call your county's 24/7 Access Line using the telephone number on the cover of this handbook to request additional information.

The county's authorization process for mental health services must follow specific timelines.

- For a standard prior mental health authorization, the county must decide based on your provider's request as quickly as your condition requires, but not to exceed five (5) business days from when the county receives the request.
    - For example, if following the standard timeframe could seriously jeopardize your life, health, or ability to attain, maintain, or regain maximum function, your mental health plan must rush an authorization decision and provide notice based on a timeframe related to your health condition that is no later than 72 hours after receipt of the service request. Your county may extend the time for up to 14 additional calendar days after the county receives the request if you or your provider request the extension or the county provides justification for why the extension is in your best interest.

If the county does not make a decision within the listed timelines or denies, delays, reduces, or terminates the services requested, the county must send you a Notice of Adverse Benefit Determination telling you that the services are denied, delayed, reduced or terminated, inform you that you may file an appeal, and give you information on how to file an appeal.

You may ask the county for more information about its authorization processes.

If you don't agree with the county's decision on an authorization process, you may file an appeal. For more information, see the "Problem Resolution" section of this handbook.

What Is Medical Necessity?

Services you receive must be medically necessary and clinically appropriate to address your condition. For members 21 years of age and older, a service is medically necessary when it is reasonable and necessary to protect your life, prevent significant illness or disability, or improve severe pain.

For members under the age of 21, a service is considered medically necessary if it corrects, sustains, supports, improves, or makes more tolerable a behavioral health condition. Services that sustain, support, improve, or make more tolerable a behavioral health condition are considered medically necessary and covered as Early and Periodic Screening, Diagnostic, and Treatment services.

How Do I Get Other Mental Health Services That Are Not Covered by the County?

If you are enrolled in a managed care plan, you have access to the following outpatient mental health services through your managed care plan:

- Mental health evaluation and treatment, including individual, group and family therapy.
- Psychological and neuropsychological testing, when clinically indicated to evaluate a mental health condition.
- Outpatient services for purposes of monitoring prescription drugs.
- Psychiatric consultation.

To get one of the above services, call your managed care plan directly. If you are not in a managed care plan, you may be able to get these services from individual providers and clinics that accept Medi-Cal. The county may be able to help you find a provider or clinic.

Any pharmacy that accepts Medi-Cal can fill prescriptions to treat a mental health condition. Please note that most prescription medication dispensed by a pharmacy, called Medi-Cal Rx, is covered under the Fee-For-Service Medi-Cal program, not your managed care plan.

What Other Substance Use Disorder Services Are Available from Managed Care Plans or the Medi-Cal "Fee for Service" Program?

Managed care plans must provide covered substance use disorder services in primary care settings and tobacco, alcohol, and illegal drug screening. They must also cover substance use disorder services for pregnant members and alcohol and drug use screening, assessment, brief interventions, and referral to the appropriate treatment setting for members ages 11 and older. Managed care plans must provide or arrange services for Medication Assisted Treatment provided in primary care, inpatient hospital, emergency departments, and other contracted medical settings. Managed care plans must also provide emergency services necessary to stabilize the member, including voluntary inpatient detoxification.

How Do I Get Other Medi-Cal Services (Primary Care/Medi-Cal)?

If you are in a managed care plan, the plan is responsible for finding a provider for you. If you are not enrolled in a managed care plan and have "regular" Medi-Cal, also called Fee-For-Service Medi-Cal, then you can go to any provider that accepts Medi-Cal. You must tell your provider that you have Medi-Cal before you begin getting services. Otherwise, you may be billed for those services. You may use a provider outside your managed care plan for family planning services.

Why Might I Need Psychiatric Inpatient Hospital Services?

You may be admitted to a hospital if you have a mental health condition or signs of a mental health condition that can't be safely treated at a lower level of care, and because of the mental health condition or symptoms of mental health condition, you:

- Represent a danger to yourself, others, or property.
- Are unable to care for yourself with food, clothing, shelter, personal safety, or necessary medical care.
- Present a severe risk to your physical health.
- Have a recent, significant deterioration in the ability to function as a result of a mental health condition.
- Need psychiatric evaluation, medication treatment, or other treatment that can only be provided in the hospital.

SELECTING A PROVIDER

How Do I Find a Provider For The Behavioral Health Services I Need?

Your county is required to post a current provider directory online. You can find the provider directory link in the County Contact section of this handbook. The directory contains information about where providers are located, the services they provide, and other information to help you access care, including information about the cultural and language services that are available from the providers.

If you have questions about current providers or would like an updated provider directory, visit your county's website or use the telephone number located on the cover of this handbook. You can get a list of providers in writing or by mail if you ask for one.

Note: The county may put some limits on your choice of providers for behavioral health services. When you first start receiving behavioral health services you can request that your county provide you with an initial choice of at least two providers. Your county must also allow you to change providers. If you ask to change providers, the county must allow you to choose between at least two providers when possible and that there are enough providers close to you to make sure that you can get covered mental health services if you need them. Your county is responsible for ensuring that you have timely access to mental health services.

Sometimes the county's contracted providers choose to no longer provide behavioral health services because they may no longer contract with the county or no longer accept Medi-Cal. When this happens, the county must make a good faith effort to give written notice to each person who was receiving behavioral health services from the provider. You are required to get a notice 30 calendar days prior to the effective date of the termination or 15 calendar days after the county knows the provider will stop working. When this happens, your county must allow you to continue receiving services from the provider who left the county, if you and the provider agree. This is called "continuity of care" and is explained below.

Note: American Indian and Alaska Native individuals who are eligible for Medi-Cal and reside in Drug Medi-Cal counties, can also receive Drug Medi-Cal services through Indian Health Care Providers.

Can I Continue To Receive Specialty Mental Health Services From My Current Provider?

If you are already receiving mental health services from a managed care plan, you may continue to receive care from that provider even if you receive mental health services from your county, as long as the services are coordinated between the providers and the services are not the same.

In addition, if you are already receiving mental health services from another county, managed care plan, or an individual Medi-Cal provider, you may request "continuity of care" so that you can stay with your current provider, for up to 12 months. You may wish to request continuity of care if you need to stay with your current provider to continue your ongoing treatment or because it would cause serious harm to your mental health condition to change to a new provider. Your continuity of care request may be granted if the following is true:

- You have an ongoing relationship with the provider you are requesting and have seen that provider in the last 12 months;
- You need to stay with your current provider to continue ongoing treatment to prevent serious detriment to the member's health or reduce the risk of hospitalization or institutionalization.
- The provider is qualified and meets Medi-Cal requirements;
- The provider agrees to the county's requirements for contracting with the mental health plan and payment for services; and
- The provider shares relevant documentation with the county regarding your need for the services.

YOUR RIGHT TO ACCESS YOUR MENTAL HEALTH MEDICAL RECORDS AND PROVIDER DIRECTORY INFORMATION USING SMART DEVICES

You can access your mental health records and/or find a provider using an application downloaded on a computer, smart tablet, or mobile device. Your county may have information available on their website for you to consider before choosing an application to get your information in this way. For more information on the availability of your access, contact your county by referring to the “County Contact Information” section within this handbook.

SCOPE OF SERVICES

If you meet the criteria for accessing behavioral health services, the following services are available to you based on your need. Your provider will work with you to decide which services will work best for you.

Specialty Mental Health Services

Mental Health Services

- Mental health services are individual, group, or family-based treatment services that help people with mental health conditions to develop coping skills for daily living. These services also include work that the provider does to help make the services better for the person receiving care. These kinds of things include assessments to see if you need the service and if the service is working; treatment planning to decide the goals of your mental health treatment and the specific services that will be provided; and "collateral", which means working with family members and important people in your life (if you give permission) to help you improve or maintain your daily living abilities.
- Mental health services can be provided in a clinic or provider's office, your home or other community setting, over the phone, or by telehealth (which includes both audio-only and video interactions). The county and provider will work with you to determine the frequency of your services/appointments.

Medication Support Services

- These services include prescribing, administering, dispensing, and monitoring of psychiatric medicines. Your provider can also provide education on the medication. These services can be provided in a clinic, the doctor's office, your home, a community setting, over the phone, or by telehealth (which includes both audio-only and video interactions).

Targeted Case Management

- This service helps members get medical, educational, social, prevocational, vocational, rehabilitative, or other community services when these services may be hard for people with a mental health condition to get on their own. Targeted case management includes, but is not limited to:
    - Plan development;
    - Communication, coordination, and referral;
    - Monitoring service delivery to ensure the person's access to service and the service delivery system; and
    - Monitoring the person's progress.

Crisis Intervention Services

- This service is available to address an urgent condition that needs immediate attention. The goal of crisis intervention is to help people in the community so that they won't need to go to the hospital. Crisis intervention can last up to eight hours and can be provided in a clinic or provider's office, or in your home or other community setting. These services can also be done over the phone or by telehealth.

Crisis Stabilization Services

- This service is available to address an urgent condition that needs immediate attention. Crisis stabilization lasts less than 24 hours and must be provided at a licensed 24-hour health care facility, at a hospital-based outpatient program, or at a provider site certified to provide these services.

Adult Residential Treatment Services

- These services provide mental health treatment to those with a mental health condition living in licensed residential facilities. They help build skills for people and provide residential treatment services for people with a mental health condition. These services are available 24 hours a day, seven days a week. Medi-Cal does not cover the room and board cost for staying at these facilities.

Crisis Residential Treatment Services

- These services provide mental health treatment and skill building for people who have a serious mental or emotional crisis. This is not for people who need psychiatric care in a hospital. Services are available at licensed facilities for 24 hours a day, seven days a week. Medi-Cal does not cover the room and board cost for these facilities.

Day Treatment Intensive Services

- This is a structured program of mental health treatment provided to a group of people who might otherwise need to be in the hospital or another 24-hour care facility. The program lasts three hours a day. It includes therapy, psychotherapy and skill-building activities.

Day Rehabilitation

- This program is meant to help people with a mental health condition learn and develop coping and life skills to better manage their symptoms. This program lasts at least three hours per day. It includes therapy and skill-building activities.

Psychiatric Inpatient Hospital Services

- These are services provided in a licensed psychiatric hospital. A licensed mental health professional decides if a person needs intensive around-the-clock treatment for their mental health condition. If the professional decides the member needs around-the-clock treatment, the member must stay in the hospital 24 hours a day.

Psychiatric Health Facility Services

- These services are offered at a licensed psychiatric health facility specializing in 24-hour rehabilitative treatment of serious mental health conditions. Psychiatric health facilities must have an agreement with a nearby hospital or clinic to meet the physical health care needs of the people in the facility. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury

that would require treatment beyond what ordinarily could be treated on an outpatient basis.

Therapeutic Behavioral Services

Therapeutic Behavioral Services are intensive short-term outpatient treatment interventions for members up to age 21. These services are designed specifically for each member. Members receiving these services have serious emotional disturbances, are experiencing a stressful change or life crisis, and need additional short-term, specific support services.

These services are a type of specialty mental health service available through the county if you have serious emotional problems. To get Therapeutic Behavioral Services, you must receive a mental health service, be under the age of 21, and have full-scope Medi-Cal.

- If you are living at home, a Therapeutic Behavioral Services staff person can work one-to-one with you to decrease severe behavior problems to try to keep you from needing to go to a higher level of care, such as a group home for children and young people under the age of 21 with very serious emotional problems.
- If you are living in an out-of-home placement, a Therapeutic Behavioral Services staff person can work with you so you may be able to move back home or to a family-based setting, such as a foster home.

Therapeutic Behavioral Services will help you and your family, caregiver, or guardian learn new ways of addressing problem behavior and increasing the kinds of behavior that will allow you to be successful. You, the Therapeutic Behavioral Services staff person, and your family, caregiver, or guardian will work together as a team to address problematic behaviors for a short period until you no longer need the services. You will have a Therapeutic Behavioral Services plan that will say what you, your family, caregiver, or guardian, and the Therapeutic Behavioral Services staff person will do while receiving these services. The Therapeutic Behavioral Services plan will also

include when and where services will occur. The Therapeutic Behavioral Services staff person can work with you in most places where you are likely to need help. This includes your home, foster home, school, day treatment program, and other areas in the community.

Intensive Care Coordination

This is a targeted case management service that facilitates the assessment, care planning for, and coordination of services to beneficiaries under age 21. This service is for those that are qualified for the full-scope of Medi-Cal services and who are referred to the service on basis of medical necessity. This service is provided through the principles of the Integrated Core Practice Model. It includes the establishment of the Child and Family Team to help make sure there is a healthy communicative relationship among a child, their family, and involved child-serving systems.

The Child and Family Team includes professional support (for example: care coordinator, providers, and case managers from child-serving agencies), natural support (for example: family members, neighbors, friends, and clergy), and other people who work together to make and carry out the client plan. This team supports and ensures children and families reach their goals.

This service also has a coordinator that:

- Makes sure that medically necessary services are accessed, coordinated, and delivered in a strength-based, individualized, client-driven, culturally and language appropriate manner.
- Makes sure that services and support are based on needs of child.
- Makes a way to have everyone work together for the child, family, providers, etc.
- Supports parent/caregiver in helping meet child's needs.
- Helps establish the Child and Family Team and provides ongoing support.
- Makes sure the child is cared for by other child-serving systems when needed.

Intensive Home-Based Services

- These services are designed specifically for each member. It includes strength-based interventions to improve mental health conditions that may interfere with the child/youth's functioning. These services aim to help the child/youth build necessary skills to function better at home and in the community and improve their family's ability to help them do so.
- Intensive Home-Based Services are provided under the Integrated Core Practice Model by the Child and Family Team. It uses the family's overall service plan. These services are provided to members under the age of 21 who are eligible for full-scope Medi-Cal services. A referral based on medical necessity is needed to receive these services.

Therapeutic Foster Care

- The Therapeutic Foster Care service model provides short-term, intensive, and trauma-informed specialty mental health services for children up to the age of 21 who have complex emotional and behavioral needs. These services are designed specifically for each member. In Therapeutic Foster Care, children are placed with trained, supervised, and supported Therapeutic Foster Care parents.

Parent-Child Interaction Therapy (PCIT)

- PCIT is a program that helps children ages 2-7 who have difficult behaviors and helps their parents or caregivers learn new ways to handle them. These behaviors might include getting angry or not following rules.
- Through PCIT, a parent or caregiver wears a headset while playing with their child in a special playroom. A therapist watches from another room or on video and gives advice to the parent or caregiver through the headset. The therapist helps the parent or caregiver learn how to encourage healthy behavior and improve their relationship with their child.

Functional Family Therapy (FFT)

- FFT is a short and focused counseling program for families and youth ages 11-18 who have difficult behaviors or trouble dealing with their emotions. This could include breaking rules, fighting, or using drugs.
- FFT works with a youth's family and sometimes other members of the youth's support system like teachers or doctors to help reduce the youth's unhealthy behavior.

Multisystemic Therapy (MST)

- MST is a family-based program for youth ages 12-17 who show serious difficulty with behavior. MST is often used for youth who have had trouble with the law, might be at risk of becoming involved with the law, or at risk of becoming removed from their home because of their behavior.
- MST involves family and community supports in therapy to help youth work on behaviors such as breaking the law or using drugs. MST also helps parents learn skills to help them handle these behaviors at home, with their peers, or in other community settings.
- Through MST, parents and caregivers can learn how to handle challenges with their kids or teenagers. They will also learn to better deal with issues at home, with friends, or in their neighborhood. The program respects different cultures and focuses on helping families in their own homes and communities. It also works with schools, the police, and the courts.
- How often families meet with the program can change. Some families might just need short check-ins, while others might meet for two hours every day or every week. This help usually lasts for 3 to 5 months.

Justice-Involved Reentry

- Providing health services to justice-involved members up to 90 days prior to their incarceration release. The types of services available include reentry case management, behavioral health clinical consultation services, peer supports, behavioral health counseling, therapy, patient education, medication services,

post-release and discharge planning, laboratory and radiology services, medication information, and support services. To receive these services, individuals must be a Medi-Cal or CHIP member, and:

  - If under the age of 21in custody at a Youth Correctional Facility.
  - If an adult, be in custody and meet one of the health care needs of the program.

- Contact your county using the telephone number on the cover of this handbook for more information on this service.

Medi-Cal Peer Support Services (varies by county)

- Medi-Cal Peer Support Services promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities. These services can be provided to you or your designated significant support person(s) and can be received at the same time as you receive other mental health or Drug Medi-Cal county services. The Peer Support Specialist in Medi-Cal Peer Support Services is an individual who has lived experience with behavioral health or substance use conditions and is in recovery, who has completed the requirements of a county's State-approved certification program, who is certified by the county, and who provides these services under the direction of a Behavioral Health Professional who is licensed, waivered, or registered with the State.
- Medi-Cal Peer Support Services include individual and group coaching, educational skill-building groups, resource navigation, engagement services to encourage you to participate in behavioral health treatment, and therapeutic activities such as promoting self-advocacy.
- Members under age 21 may be eligible for the service under Early and Periodic Screening, Diagnostic, and Treatment regardless of which county they live in.
- Providing Medi-Cal Peer Support Services is optional for participating counties. Refer to the "Additional Information About Your County" section located at the end of this handbook to find out if your county provides this service.

Mobile Crisis Services

- Mobile Crisis Services are available if you are having a mental health crisis.
- Mobile Crisis Services are provided by health providers at the location where you are experiencing a crisis, including at your home, work, school, or other community locations, excluding a hospital or other facility setting. Mobile Crisis Services are available 24 hours a day, 7 days a week, and 365 days a year.
- Mobile Crisis Services include rapid response, individual assessment, and community-based stabilization. If you need further care, the mobile crisis providers will also provide warm handoffs or referrals to other services.

Assertive Community Treatment (ACT) (varies by county)

- ACT is a service that helps people with serious mental health needs. People who need ACT have typically been to the hospital, visited the emergency room, stayed in treatment centers and/or had trouble with the law. They might also have been homeless or not able to get help from regular clinics.
- ACT tailors services to each person and their own needs. The goal is to help people feel better and learn how to live in their community. A team of different experts works together to provide all kinds of support and treatment. This team helps people with their mental health, teaches them important life skills, coordinates their care, and offers support in the community. The overall aim is to help each person recover from their behavioral health condition and live a better life within their community.
- Providing ACT is optional for participating counties. Refer to the “Additional Information About Your County” section located at the end of this handbook to find out if your county provides this service.

Forensic Assertive Community Treatment (FACT) (varies by county)

- FACT is a service that helps people with serious mental health needs who have also had trouble with the law. It works just like the ACT program, but with some extra features to help people who are at high risk or have been previously involved with the criminal justice system.

- The FACT team is made up of experts who have special training to understand the needs of people who have had trouble with the law. They provide the same types of support and treatment as ACT, like helping with behavioral health, teaching life skills, coordinating care, and offering community support.
- The goal is to help each person feel better, stay out of trouble, and live a healthier life in their community.
- Providing FACT is optional for participating counties. Refer to the "Additional Information About Your County" section located at the end of this handbook to find out if your county provides this service.

Coordinated Specialty Care (CSC) for First Episode Psychosis

- CSC is a service that helps people who are experiencing psychosis for the first time. There are many symptoms of psychosis, including seeing or hearing things that other people do not see or hear. CSC provides quick and combined support during the early stages of psychosis, which helps prevent hospital stays, emergency room visits, time in treatment centers, trouble with the law, substance use, and homelessness.
- CSC focuses on each person and their own needs. A team of different experts works together to provide all kinds of help. They assist with mental health treatment, teach important life skills, coordinate care, and offer support in the community. The goal is to help people feel better, manage their symptoms, and live well in their community.
- Providing CSC for FEP is optional for participating counties. Refer to the "Additional Information About Your County" section located at the end of this handbook to find out if your county provides this service.

Clubhouse Services (varies by county)

- Clubhouses are special places that help people recover from behavioral health conditions. They focus on people's strengths and create a supportive community.
- In a Clubhouse, people can find jobs, make friends, learn new things, and develop skills to improve their health and well-being. People also work alongside

Clubhouse staff to contribute to shared Clubhouse needs, like making lunch for other Clubhouse members. The goal is to help everyone be members of a community, encourage others to achieve their goals, and improve their overall quality of life.

- Providing Clubhouse Services is optional for participating counties. Refer to the "Additional Information About Your County" section located at the end of this handbook to find out if your county provides this service.

Enhanced Community Health Worker (CHW) Services (varies by county)

- CHWs are health workers who have special training and are trusted members of their communities.
- The goal of Enhanced CHW Services is to help stop diseases, disabilities, and other health problems before they get worse. Enhanced CHW services include all the same parts and rules as regular CHW preventive services, but they are tailored for people who need extra behavioral health support. The goal is to give extra support to keep these members healthy and well.
- Some of these services include: health education and training, including control and prevention of chronic or infectious disease; behavioral, perinatal, and oral health conditions; and injury prevention; health promotion and coaching, including goal setting and creating action plans to address disease prevention and management.
- Providing Enhanced CHW Services is optional for participating counties. Refer to the "Additional Information About Your County" section located at the end of this handbook to find out if your county provides this service.

Supported Employment (varies by county)

- The Individual Placement and Support (IPS) model of Supported Employment is a service that helps people with serious behavioral health needs find and keep competitive jobs in their community.
- By participating in IPS Supported Employment, people can get better job outcomes and support their recovery from their behavioral health condition.

- This program also helps improve independence, a sense of belonging, and overall health and well-being.
- Providing Supported Employment is optional for participating counties. Refer to the “Additional Information About Your County” section located at the end of this handbook to find out if your county provides this service.

In-Reach Services (varies by county)

- Community Transition In-Reach Services help people who are in a psychiatric hospital or facility for a long time or are at risk of staying there for a long time. The program works with you, your family, the hospital or facility, and other support people to help you move back into the community. The goal is to help you avoid long stays in the psychiatric hospital or other care centers.

Substance Use Disorder Services

What are Drug Medi-Cal County Services?

Drug Medi-Cal County services are for people who have a substance use condition, meaning they may be misusing alcohol or other drugs, or people who may be at risk of developing a substance use condition that a pediatrician or general practitioner may not be able to treat. These services also include work that the provider does to help make the services better for the person receiving care. These kinds of things include assessments to see if you need the service and if the service is working.

Drug Medi-Cal services can be provided in a clinic or provider’s office, or your home or other community setting, over the phone, or by telehealth (which includes both audio-only and video interactions). The county and provider will work with you to determine the frequency of your services/appointments.

***American Society of Addiction Medicine (ASAM*)**

The county or provider will use the American Society of Addiction Medicine tool to find the appropriate level of care. These types of services are described as “levels of care,” and are defined below.

Screening, Assessment, Brief Intervention, and Referral to Treatment (American Society of Addiction Medicine Level 0.5)

Alcohol and Drug Screening, Assessment, Brief Interventions, and Referral to Treatment (SABIRT) is not a Drug Medi-Cal benefit. It is a benefit in Medi-Cal Fee-for-Service and Medi-Cal managed care delivery system for members that are aged 11 years and older. Managed care plans must provide covered substance use disorder services, including this service for members ages 11 years and older.

Early Intervention Services

Early intervention services are a covered Drug Medi-Cal service for members under age 21. Any member under age 21 who is screened and determined to be at risk of developing a substance use disorder may receive any service covered under the outpatient level of service as early intervention services. A substance use disorder diagnosis is not required for early intervention services for members under age 21.

Early Periodic Screening, Diagnosis, and Treatment

Members under age 21 can get the services described earlier in this handbook as well as additional Medi-Cal services through a benefit called Early and Periodic Screening, Diagnostic, and Treatment.

To be able to get Early and Periodic Screening, Diagnostic, and Treatment services, a member must be under age 21 and have full-scope Medi-Cal. This benefit covers services that are medically necessary to correct or help physical and behavioral health conditions. Services that sustain, support, improve, or make a condition more tolerable are considered to help the condition and are covered as Early and Periodic Screening, Diagnostic, and Treatment services. The access criteria for members under 21 are different and more flexible than the access criteria for adults accessing Drug Medi-Cal

services, to meet the Early and Periodic Screening, Diagnostic, and Treatment requirement and the intent for prevention and early intervention of substance use disorder conditions.

If you have questions about these services, please call your Drug Medi-Cal county or visit the DHCS Early and Periodic Screening, Diagnostic, and Treatment webpage.

Outpatient Treatment Services (American Society of Addiction Medicine Level 1)

- Counseling services are provided to members up to nine hours a week for adults and less than six hours a week for members under age 21 when medically necessary. You might get more hours based on your needs. Services can be provided by someone licensed, like a counselor, in person, by telephone, or by telehealth.
- Outpatient Services include assessment, individual counseling, group counseling, patient education, medication services, Medication Assisted Treatment for opioid use disorders, and substance use disorder crisis intervention services.

Intensive Outpatient Services (American Society of Addiction Medicine Level 2.1)

- Intensive Outpatient Services are given to members a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for members under age 21 when medically necessary. Services may exceed the maximum based on individual medical necessity. Services are mostly counseling and education about addiction-related issues. Services can be provided by a licensed professional or a certified counselor in a structured setting. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.
- Intensive Outpatient Services include the same things as Outpatient Services. More hours of service is the main difference.

Perinatal Residential Substance Use Disorder Treatment Services

- Providing non-medical rehabilitative substance use disorder treatment services for pregnant and postpartum women. The types of services offered include assessments, counseling, education, and medication assistance.
- For information about these services call the Drug Medi-Cal county telephone number within the hours of operation listed on the cover of this handbook.

Narcotic Treatment Program

- Narcotic Treatment Programs are programs outside of a hospital that provide medications to treat substance use disorders, when ordered by a doctor as medically necessary. Narcotic Treatment Programs are required to give medications to members, including methadone, buprenorphine, naloxone, and disulfiram.
- A member must be offered, at a minimum, 50 minutes of counseling sessions per calendar month. These counseling services can be provided in person, by telehealth, or by telephone. Narcotic Treatment Services include assessment, individual counseling, group counseling, patient education, medical psychotherapy, medication services, care management Medication Assisted Treatment for opioid use disorders, and substance use disorder crisis intervention services.

Medication Assisted Treatment

- Medication Assisted Treatment is available in clinical and non-clinical settings. Medication Assisted Treatment includes all FDA-approved medications and biological products to treat opioid use disorders. Members have a right to be offered Medication Assisted Treatment on-site or through a referral outside of the facility. A list of approved medications include:
    - Acamprosate Calcium
    - Buprenorphine Hydrochloride
    - Buprenorphine Extended-Release Injectable (Sublocade)
    - Buprenorphine/Naloxone Hydrochloride
    - Naloxone Hydrochloride

    - Naltrexone (oral)
    - Naltrexone Microsphere Injectable Suspension (Vivitrol)
    - Lofexidine Hydrochloride (Lucemyra)
    - Disulfiram (Antabuse)
    - Methadone (delivered only by Narcotic Treatment Programs)
- Medication Assisted Treatment may be provided with the following services: assessment, individual counseling, group counseling, patient education, medical psychotherapy, medication services, substance use disorder crisis intervention services, and prescribing and monitoring of Medication Assisted Treatment. Medication Assisted Treatment may be provided as part of all Drug Medi-Cal services, including Outpatient Treatment Services, Intensive Outpatient Services, and Residential Treatment, for example.
- Members may access Medication Assisted Treatment outside of the Drug Medi-Cal county as well. For instance, Medication Assisted Treatment, such as buprenorphine, can be prescribed by some prescribers in primary care settings that work with your managed care plan and can be dispensed or administered at a pharmacy.

Justice-Involved Reentry

- Providing health services to justice-involved members up to 90 days prior to their incarceration release. The types of services available include reentry case management, behavioral health clinical consultation services, peer supports, behavioral health counseling, therapy, patient education, medication services, post-release and discharge planning, laboratory and radiology services, medication information, and support services. To receive these services, individuals must be a Medi-Cal or CHIP member, and:
    - If under the age of 21 in custody at a Youth Correctional Facility.
    - If an adult, be in custody and meet one of the health care needs of the program.
- Contact your county using the telephone number on the cover of this handbook for more information on this service.

Medi-Cal Peer Support Services (varies by county)

- Medi-Cal Peer Support Services promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities. These services can be provided to you or your designated significant support person(s) and can be received at the same time as you receive other mental health or Drug Medi-Cal county services. The Peer Support Specialist in Medi-Cal Peer Support Services is an individual who has lived experience with behavioral health or substance use conditions and is in recovery, who has completed the requirements of a county's State-approved certification program, who is certified by the counties, and who provides these services under the direction of a Behavioral Health Professional who is licensed, waivered, or registered with the State.
- Medi-Cal Peer Support Services include individual and group coaching, educational skill-building groups, resource navigation, engagement services to encourage you to participate in behavioral health treatment, and therapeutic activities such as promoting self-advocacy.
- Members under age 21 may be eligible for the service under Early and Periodic Screening, Diagnostic, and Treatment regardless of which county they live in.
- Providing Medi-Cal Peer Support Services is optional for participating counties. Refer to the "Additional Information About Your County" section located at the end of this handbook to find out if your county provides this service.

Mobile Crisis Services

- Mobile Crisis Services are available if you are having a substance use crisis.
- Mobile Crisis Services are provided by health providers at the location where you are experiencing a crisis, including at your home, work, school, or other community locations, excluding a hospital or other facility setting. Mobile Crisis Services are available 24 hours a day, 7 days a week, and 365 days a year.

- Mobile Crisis Services include rapid response, individual assessment, and community-based stabilization. If you need further care, the mobile crisis providers will also provide warm handoffs or referrals to other services.

Enhanced Community Health Worker (CHW) Services (varies by county)

- CHWs are health workers who have special training and are trusted members of their communities.
- The goal of Enhanced CHW Services is to help stop diseases, disabilities, and other health problems before they get worse. Enhanced CHW Services include all the same parts and rules as regular CHW preventive services, but they are tailored for people who need extra behavioral health support. The goal is to give extra support to keep these members healthy and well.
- Some of these services include: health education and training, including control and prevention of chronic or infectious disease; behavioral, perinatal, and oral health conditions; and injury prevention; health promotion and coaching, including goal setting and creating action plans to address disease prevention and management.
- Providing Enhanced CHW Services is optional for participating counties. Refer to the “Additional Information About Your County” section located at the end of this handbook to find out if your county provides this service.

Supported Employment (varies by county)

- The Individual Placement and Support (IPS) model of Supported Employment is a service that helps people with serious behavioral health needs find and keep competitive jobs in their community.
- By participating in IPS Supported Employment, people can get better job outcomes and support their recovery from their behavioral health condition.
- This program also helps improve independence, a sense of belonging, and overall health and well-being.
- Providing Supported Employment is optional for participating counties. Refer to the “Additional Information About Your County” section located at the end of this

handbook to find out if your county provides this service.

AVAILABLE SERVICES BY TELEPHONE OR TELEHEALTH

In-person, face-to-face contact between you and your provider is not always required for you to be able to receive behavioral health services. Depending on your services, you might be able to receive your services through telephone or telehealth. Your provider should explain to you about using telephone or telehealth and make sure you agree before beginning services via telephone or telehealth. Even if you agree to receive your services through telehealth or telephone, you can choose later to receive your services in-person or face-to-face. Some types of behavioral health services cannot be provided only through telehealth or telephone because they require you to be at a specific place for the service, such as residential treatment services or hospital services.

THE PROBLEM RESOLUTION PROCESS: TO FILE A GRIEVANCE, APPEAL, OR REQUEST A STATE FAIR HEARING

What If I Don't Get the Services I Want From My County?

Your county must have a way for you to work out any problems related to the services you want or are receiving. This is called the problem-resolution process and it could involve the following:

- The Grievance Process: A verbal or written expression of unhappiness about anything regarding your specialty mental health services, substance use disorder services, a provider, or the county. Refer to the Grievance Process section in this handbook for more information.
- The Appeal Process: An appeal is when you don't agree with the county's decision to change your services (e.g., denial, termination, or reduction to services) or to not cover them. Refer to the Appeal Process section in this handbook for more information.
- The State Fair Hearing Process: A State Fair Hearing is a meeting with an administrative law judge from the California Department of Social Services (CDSS) if the county denies your appeal. Refer to the State Fair Hearing section in this handbook for more information.

Filing a grievance, appeal, or requesting a State Fair Hearing will not count against you and will not impact the services you are receiving. Filing a grievance or appeal helps to get you the services you need and to solve any problems you have with your behavioral health services. Grievances and appeals also help the county by giving them the information they can use to improve services. Your county will notify you, providers, and parents/guardians of the outcome once your grievance or appeal is complete. The State Fair Hearing Office will notify you and the provider of the outcome once the State Fair Hearing is complete.

Note: Learn more about each problem resolution process below.

Can I Get Help With Filing an Appeal, Grievance, or State Fair Hearing?

Your county will help explain these processes to you and must help you file a grievance, an appeal, or to request a State Fair Hearing. The county can also help you decide if you qualify for what's called an "expedited appeal" process, which means it will be reviewed more quickly because your health, mental health, and/or stability are at risk. You may also authorize another person to act on your behalf, including your provider or advocate.

If you would like help, contact your county using the telephone number listed on the cover of this handbook. Your county must give you reasonable assistance in completing forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.

If You Need Further Assistance

Contact the Department of Health Care Services, Office of the Ombudsman:

- Phone: # **1-888-452-8609**, Monday through Friday, 8 a.m. to 5 p.m. (excluding holidays).

OR

- E-mail: MMCDOmbudsmanOffice@dhcs.ca.gov. **Please note**: E-mail messages are not considered confidential (please do not include personal information in the e-mail message).

You may also get free legal help at your local legal aid office or other groups. To ask about your State Fair Hearing rights, you can contact the California Department of Social Services Public Inquiry and Response Unit at this phone number: **1-800-952-5253** (for TTY, call **1-800-952-8349**).

Grievances

What Is a Grievance?

A grievance is any expression of dissatisfaction you have with your behavioral health services that is not covered by the appeal or State Fair Hearing process. This includes concerns about the quality of your care, how you are treated by staff and providers, and disagreements about decisions regarding your care.

Examples of grievances:

- If you feel that a provider has been rude to you or has not respected your rights.
- If the county needs more time to make a decision about approving a service your provider has requested for you, and you disagree with this extension.
- If you are not satisfied with the quality of care you are receiving or the way your treatment plan is being communicated to you.

What Is the Grievance Process?

The grievance process will:

- Involve simple steps to file your grievance orally or in writing.
- Not cause you to lose your rights or services or be held against your provider.
- Allow you to approve another person to act on your behalf. This could be a provider or an advocate. If you agree to have another person act on your behalf, you may be asked to sign an authorization form, which gives your county permission to release information to that person.
- Make sure the approved person deciding on the grievance is qualified to make decisions and has not been a part of any previous level of review or decision-making.
- Determine the duties of your county, provider, and yourself.
- Make sure the results of the grievance are provided within the required timeline.

When Can I File a Grievance?

You can file a grievance at any time if you are unhappy with the care you have received or have another concern regarding your county.

How Can I File a Grievance?

You may call your county's 24/7 toll-free Access Line at any time or call the Drug Medi-Cal county phone number within the hours of operation to receive assistance with a grievance. Oral or written grievances can be filed. Oral grievances do not have to be followed up in writing. If you file your grievance in writing, please note the following: Your county supplies self-addressed envelopes at all provider sites. If you do not have a self-addressed envelope, mail your written grievances to the address provided on the front of this handbook.

How Do I Know If the County Received My Grievance?

Your county is required to provide you with a written letter to let you know your grievance has been received within five calendar days of receipt. A grievance received over the phone or in person, that you agree is resolved by the end of the next business day, is exempt and you may not get a letter.

When Will My Grievance Be Decided?

A decision about your grievance must be made by your county within 30 calendar days from the date your grievance was filed.

How Do I Know If the County Has Made a Decision About My Grievance?

When a decision has been made about your grievance, the county will:

- Send you or your approved person a written notice of the decision;
- Send you or your approved person a Notice of Adverse Benefit Determination advising you of your right to request a State Fair Hearing if the county does not notify you of the grievance decision on time;
- Advise you of your right to request a State Fair Hearing.

You may not get a written notice of the decision if your grievance was filed by phone or in person and you agree your issue has been resolved by the end of the next business day from the date of filing.

Note: Your county is required to provide you with a Notice of Adverse Benefit Determination on the date the timeframe expires. You may call the county for more information if you do not receive a Notice of Adverse Benefit Determination.

Is There a Deadline to File a Grievance?

No, you may file a grievance at any time. Do not hesitate to bring issues to the county's attention. The county will always work with you to find a solution to address your concerns.

Appeals

You may file an appeal when you do not agree with the county's decision for the behavioral health services you are currently receiving or would like to receive. You may request a review of the county's decision by using:

- The Standard Appeal Process.

OR

- The Expedited Appeal Process.

Note: The two types of appeals are similar; however, there are specific requirements to qualify for an expedited appeal (see below for the requirements).

The county shall assist you in completing forms and taking other procedural steps to file an appeal, including preparing a written appeal, notifying you of the location of the form on their website or providing you with the form upon your request. The county shall also advise and assist you in requesting continuation of benefits during an appeal of the adverse benefit determination in accordance with federal regulations.

What Does the Standard Appeal Process Do?

The Standard Appeal Process will:

- Allow you to file an appeal orally or in writing.
- Make sure filing an appeal will not cause you to lose your rights or services or be held against your provider in any way.
- Allow you to authorize another person (including a provider or advocate) to act on your behalf. Please note: If you authorize another person to act on your behalf, the county might ask you to sign a form authorizing the county to release information to that person.
- Have your benefits continued upon request for an appeal within the required timeframe. Please note: This is 10 days from the date your Notice of Adverse Benefit Determination was mailed or personally given to you.
- Make sure you do not pay for continued services while the appeal is pending and if the final decision of the appeal is in favor of the county's adverse benefit determination.
- Make sure the decision-makers for your appeal are qualified and not involved in any previous level of review or decision-making.
- Allow you or your approved person to review your case file, including medical records and other relevant documents.
- Allow you to have a reasonable opportunity to present evidence, testimony, and arguments in person or in writing.
- Allow you, your approved person, or the legal representative of a deceased member's estate to be included as parties to the appeal.
- Give you written confirmation from your county that your appeal is under review.
- Inform you of your right to request a State Fair Hearing, following the completion of the appeal process.

When Can I File an Appeal?

You can file an appeal with your county when:

- The county or the contracted provider determines that you do not meet the access criteria for behavioral health services.

- Your healthcare provider recommends a behavioral health service for you and requests approval from your county, but the county denies the request or alters the type or frequency of service.
- Your provider requests approval from the county, but the county requires more information and does not complete the approval process on time.
- Your county does not provide services based on its predetermined timelines.
- You feel that the county is not meeting your needs on time.
- Your grievance, appeal, or expedited appeal was not resolved in time.
- You and your provider disagree on the necessary behavioral health services.

How Can I File an Appeal?

- You may file an appeal via one of the following three methods:
    - Call your county's toll-free phone number or Drug Medi-Cal county's phone number within the hours of operation listed on the cover of this handbook. After calling, you will have to file a subsequent written appeal as well; or
    - Mail your appeal (The county will provide self-addressed envelopes at all provider sites for you to mail in your appeal). Note: If you do not have a self-addressed envelope, you may mail your appeal directly to the address in the front of this handbook; or
    - Submit your appeal by e-mail or fax. Please refer to the 'County Contact Information' section of this handbook to find the appropriate method (e.g., email, fax) for submitting your appeal.

How Do I Know If My Appeal Has Been Decided?

You or your approved person will receive written notification from your county of the decision on your appeal. The notification will include the following information:

- The results of the appeal resolution process.
- The date the appeal decision was made.
- If the appeal is not resolved in your favor, the notice will provide information regarding your right to a State Fair Hearing and how to request a State Fair

Hearing.

Is There a Deadline to File an Appeal?

You must file an appeal within 60 calendar days of the date on the Notice of Adverse Benefit Determination. There are no deadlines for filing an appeal when you do not get a Notice of Adverse Benefit Determination, so you may file this type of appeal at any time.

When Will a Decision Be Made About My Appeal?

The county must decide on your appeal within 30 calendar days of receiving your request.

What If I Can't Wait 30 Days for My Appeal Decision?

If the appeal meets the criteria for the expedited appeal process, it may be completed more quickly.

What Is an Expedited Appeal?

An expedited appeal follows a similar process to the standard appeal but is quicker. Here is additional information regarding expedited appeals:

- You must show that waiting for a standard appeal could make your behavioral health condition worse.
- The expedited appeal process follows different deadlines than the standard appeal.
- The county has 72 hours to review expedited appeals.
- You can make a verbal request for an expedited appeal.
- You do not have to put your expedited appeal request in writing.

When Can I File an Expedited Appeal?

If waiting up to 30 days for a standard appeal decision will jeopardize your life, health, or ability to attain, maintain or regain maximum function, you may request an expedited resolution of an appeal.

Additional Information Regarding Expedited Appeals:

- If your appeal meets the requirements for an expedited appeal, the county will resolve it within 72 hours of receiving it.
- If the county determines that your appeal does not meet the criteria for an expedited appeal, they are required to provide you with timely verbal notification and will provide you with written notice within two calendar days, explaining the reason for their decision. Your appeal will then follow the standard appeal timeframes outlined earlier in this section.
- If you disagree with the county's decision that your appeal does not meet the criteria for expedited appeal, you may file a grievance.
- After your county resolves your request for an expedited appeal, you and all affected parties will be notified both orally and in writing.

State Fair Hearings

What Is A State Fair Hearing?

A State Fair Hearing is an independent review conducted by an administrative law judge from the California Department of Social Services (CDSS) to ensure you receive the behavioral health services that you are entitled to under the Medi-Cal program.
Please visit the California Department of Social Services website https://www.cdss.ca.gov/hearing-requests for additional resources.

What Are My State Fair Hearing Rights?

You have the right to:

- Request a hearing before an administrative law judge, also known as a State Fair Hearing, to address your case.
- Learn how to request a State Fair Hearing.
- Learn about the regulations that dictate how representation works during the State Fair Hearing.
- Request to have your benefits continue during the State Fair Hearing process if you request for a State Fair Hearing within the required timeframes.

- Not pay for continued services while the State Fair Hearing is pending and if the final decision is in favor of the county's adverse benefit determination.

When Can I File for a State Fair Hearing?

You can file for a State Fair Hearing if:

- You filed an appeal and received an appeal resolution letter telling you that your county denied your appeal request.
- Your grievance, appeal, or expedited appeal wasn't resolved in time.

How Do I Request a State Fair Hearing?

You can request a State Fair Hearing:

- Online: at the Department of Social Services Appeals Case Management website: https://acms.dss.ca.gov/acms/login.request.do
- In Writing: Submit your request to the county welfare department at the address shown on the Notice of Adverse Benefit Determination, or mail it to:
  California Department of Social Services
  State Hearings Division
  P.O. Box 944243, Mail Station 9-17-37
  Sacramento, CA 94244-2430
- By Fax: 916-651-5210 or 916-651-2789

You can also request a State Fair Hearing or an expedited State Fair Hearing:

- By Phone:
  - *State Hearings Division*, toll-free, at **1-800-743-8525** or **1- 855-795-0634**.
  - *Public Inquiry and Response*, toll-free, at **1- 800-952-5253** or TDD at **1-800-952-8349**.

Is There a Deadline to Ask for a State Fair Hearing?

You have 120 days from the date of the county's written appeal decision notice to request a State Fair Hearing. If you didn't receive a Notice of Adverse Benefit Determination, you may file for a State Fair Hearing at any time.

Can I Continue Services While I'm Waiting for a State Fair Hearing Decision?

Yes, if you are currently receiving authorized services and wish to continue receiving the services while you wait for the State Fair Hearing decision, you must request a State Fair Hearing within 10 days from the date the appeal decision notice was postmarked or delivered to you. Alternatively, you can request the hearing before the date your county says that services will be stopped or reduced.

Note:

- When requesting a State Fair Hearing, you must indicate that you wish to continue receiving services during the State Fair Hearing process.
- If you request to continue receiving services and the final decision of the State Fair Hearing confirms the reduction or discontinuation of the service you are receiving, you are not responsible for paying the cost of services provided while the State Fair Hearing was pending.

When Will a Decision Be Made About My State Fair Hearing Decision?

After requesting a State Fair Hearing, it may take up to 90 days to receive a decision.

Can I Get a State Fair Hearing More Quickly?

If you think waiting that long will be harmful to your health, you might be able to get an answer within three working days. You can request for an Expedited State Fair Hearing by either writing a letter yourself or asking your general practitioner or mental health professional to write a letter for you. The letter must include the following information:

1. Explain in detail how waiting up to 90 days for your case to be decided can seriously harm your life, health, or ability to attain, maintain, or regain maximum function.
2. Ask for an "expedited hearing" and provide the letter with your request for a hearing.

The State Hearings Division of the Department of Social Services will review your request for an expedited State Fair Hearing and determine if it meets the criteria. If your

request is approved, a hearing will be scheduled, and a decision will be made within three working days from the date the State Hearings Division receives your request.

ADVANCE DIRECTIVE

What is an Advance Directive?

You have the right to an advance directive. An advance directive is a written document about your health care that is recognized under California law. You may sometimes hear an advance directive described as a living will or durable power of attorney. It includes information about how you would like health care provided or says what decisions you would like to be made, if or when you are unable to speak for yourself. This may include such things as the right to accept or refuse medical treatment, surgery, or make other health care choices. In California, an advance directive consists of two parts:

- Your appointment of an agent (a person) making decisions about your health care; and
- Your individual health care instructions.

Your county is required to have an advance directive program in place. Your county is required to provide written information on the advance directive policies and explain the state law if asked for the information. If you would like to request the information, you should call the telephone number on the cover of this handbook for more information.

You may get a form for an advance directive from your county or online. In California, you have the right to provide advance directive instructions to all of your healthcare providers. You also have the right to change or cancel your advance directive at any time.

If you have a question about California law regarding advance directive requirements, you may send a letter to:

California Department of Justice
Attn: Public Inquiry Unit
P. O. Box 944255
Sacramento, CA 94244-2550

County Responsibilities

What is my County Responsible for?

Your county is responsible for the following:

- Figuring out if you meet the criteria to access behavioral health services from the county or its provider network.
- Providing a screening or an assessment to determine whether you need behavioral health services.
- Providing a toll-free phone number that is answered 24 hours a day, seven days a week, that can tell you how to get mental health services. The telephone number is listed on the cover of this handbook.
- Making sure there are sufficient mental health providers nearby so that you can access the services covered by your county when necessary.
- Informing and educating you about services available from your county.
- Providing services in your language at no cost to you, and if needed, providing an interpreter for you free of charge.
- Providing you with written information about what is available to you in other languages or alternative forms like Braille or large-size print. Refer to the "Additional Information About Your County" section located at the end of this handbook for more information.
- Informing you about any significant changes in the information mentioned in this handbook at least 30 days before the changes take effect. A change is considered significant when there is an increase or decrease in the quantity or types of services offered, if there is an increase or decrease in the number of network providers, or if there is any other change that would impact the benefits you receive from the county.
- Making sure to connect your healthcare with any other plans or systems that may be necessary to help transition your care smoothly. This includes ensuring that any referrals for specialists or other providers are properly followed up on and

that the new provider is willing to take care of you. (This responsibility is specific to mental health services only)

- Making sure you can keep seeing your current healthcare provider, even if they are not in your network, for a certain amount of time. This is important if switching providers would harm your health or raise the chance of needing to go to the hospital. (This responsibility is specific to mental health services only)

Is Transportation Available?

If you struggle to attend your medical or behavioral health appointments, the Medi-Cal program helps in arranging transportation for you. Transportation must be provided for Medi-Cal members who are unable to provide transportation on their own and who have a medical necessity to receive Medi-Cal covered services. There are two types of transportation for appointments:

- Non-Medical: transportation by private or public vehicle for people who do not have another way to get to their appointment.
- Non-Emergency Medical: transportation by ambulance, wheelchair van, or litter van for those who cannot use public or private transportation.

Transportation is available for trips to the pharmacy or to pick up needed medical supplies, prosthetics, orthotics, and other equipment.

If you have Medi-Cal but are not enrolled in a managed care plan, and you need non-medical transportation to a health-related service, you can contact the non-medical transportation provider directly or your provider for assistance. When you contact the transportation company, they will ask for information about your appointment date and time.

If you need non-emergency medical transportation, your provider can prescribe non-emergency medical transportation and put you in touch with a transportation provider to coordinate your ride to and from your appointment(s).

For more information and assistance regarding transportation, contact your managed care plan.

Member Rights

What Are My Rights as a Recipient of Medi-Cal Behavioral Health Services?

As a Medi-Cal member, you have the right to receive medically necessary behavioral health services from your county. When accessing behavioral health services, you have the right to:

- Be treated with personal respect and respect for your dignity and privacy.
- Get clear and understandable explanations of available treatment options.
- Participate in decisions related to your behavioral health care. This includes the right to refuse any treatment that you do not wish to receive.
- Get this handbook to learn about county services, county obligations, and your rights.
- Ask for a copy of your medical records and request changes, if necessary.
- Be free from any form of restraint or seclusion that is imposed as a means of coercion, discipline, convenience, or retaliation.
- Receive timely access to care 24/7 for emergency, urgent, or crisis conditions when medically necessary.
- Upon request, receive written materials in alternative formats such as Braille, large-size print, and audio format in a timely manner.
- Receive behavioral health services from the county that follows its state contract for availability, capacity, coordination, coverage, and authorization of care. The county is required to:
    - Employ or have written contracts with enough providers to make sure that all Medi-Cal eligible members who qualify for behavioral health services can receive them in a timely manner.
    - Cover medically necessary services for you in a timely manner. In addition, the mental health plan must cover medically necessary services out-of-network for you in a timely manner, if the mental health plan does

not have an employee or contract provider who can deliver the services. **Note:** The county must make sure you do not pay anything extra for seeing an out-of-network provider. See below for more information:

- *Medically necessary behavioral health services* for individuals 21 years of age or older are services that are reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. Medically necessary behavioral health services for individuals under 21 years of age are services that sustain, support, improve, or make more tolerable a behavioral health condition.
- *Out-of-network provider* is a provider who is not on the county's list of providers.

  - Upon your request, provide a second opinion from a qualified health care professional within or outside of the network at no extra cost.
  - Make sure providers are trained to deliver the behavioral health services that the providers agree to cover.
  - Make sure that the county's covered behavioral health services are enough in amount, length of time, and scope to meet the needs of Medi-Cal-eligible members. This includes making sure that the county's method for approving payment for services is based on medical necessity and that the access criteria is fairly used.
  - Make sure that its providers conduct thorough assessments and collaborate with you to establish treatment goals.
  - Coordinate the services it provides with services being provided to you through a managed care plan or with your primary care provider, if necessary. (This requirement is specific to mental health services only)
  - Participate in the state's efforts to provide culturally competent services to all, including those with limited English proficiency and diverse cultural and ethnic backgrounds.

- Express your rights without harmful changes to your treatment.
- Receive treatment and services in accordance with your rights described in this

handbook and with all applicable federal and state laws such as:

- Title VI of the Civil Rights Act of 1964 as implemented by regulations at 45 CFR part 80.
- The Age Discrimination Act of 1975 as implemented by regulations at 45 CFR part 91.
- The Rehabilitation Act of 1973.
- Title IX of the Education Amendments of 1972 (regarding education programs and activities).
- Titles II and III of the Americans with Disabilities Act.
- Section 1557 of the Patient Protection and Affordable Care Act.

- You may have additional rights under state laws regarding behavioral health treatment. To contact your county's Patients' Rights Advocate, please contact your county by using the telephone number listed on the cover of the handbook.

Adverse Benefit Determinations

What Rights Do I Have if the County Denies the Services I Want or Think I Need?

If your county denies, limits, reduces, delays, or ends a service you think you need, you have the right to a written notice from the county. This notice is called a "Notice of Adverse Benefit Determination". You also have a right to disagree with the decision by asking for an appeal. The sections below inform you of the Notice of Adverse Benefit Determination and what to do if you disagree with the county's decision.

What Is an Adverse Benefit Determination?

An Adverse Benefit Determination is defined by any of the following actions taken by the county:

- The denial or limited authorization of a requested service. This includes determinations based on the type or level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit;
- The reduction, suspension, or termination of a previously authorized service;
- The denial, in whole or in part, of payment for a service;

- The failure to provide services in a timely manner;
- The failure to act within the required timeframes for standard resolution of grievances and appeals. Required timeframes are as follows:
    - If you file a grievance with the county and the county does not get back to you with a written decision on your grievance within 30 days.
    - If you file an appeal with the county and the county does not get back to you with a written decision on your appeal within 30 days.
    - If you filed an expedited appeal and did not receive a response within 72 hours.
- The denial of a member's request to dispute financial liability.

What Is a Notice of Adverse Benefit Determination?

A Notice of Adverse Benefit Determination is a written letter that your county will send you if it decides to deny, limit, reduce, delay, or end services you and your provider believe you should get. The notice will explain the process the county used to make the decision and include a description of the criteria or guidelines that were used to determine whether the service is medically necessary.

This includes denial of:

- A payment for a service.
- Claims for services that are not covered.
- Claims for services that are not medically necessary.
- Claims for services from the wrong delivery system.
- A request to dispute financial liability.

Note: A Notice of Adverse Benefit Determination is also used to tell you if your grievance, appeal, or expedited appeal was not resolved in time, or if you did not get services within the county's timeline standards for providing services.

Timing of the Notice

The county must mail the notice:

- To the member at least 10 days before the date of action for termination, suspension, or reduction of a previously authorized behavioral health service.
- To the member within two business days of the decision for denial of payment or decisions resulting in denial, delay, or modification of all or part of the requested behavioral health services.

Will I Always Get A Notice Of Adverse Benefit Determination When I Don't Get The Services I Want?

Yes, you should receive a Notice of Adverse Benefit Determination. If you do not receive a notice, you may file an appeal with the county or if you have completed the appeal process, you can request a State Fair Hearing. When you contact your county, indicate you experienced an adverse benefit determination but did not receive a notice. Information on how to file an appeal or request a State Fair Hearing is included in this handbook and should also be available in your provider's office.

What Will the Notice of Adverse Benefit Determination Tell Me?

The Notice of Adverse Benefit Determination will tell you:

- What your county did that affects you and your ability to get services.
- The date the decision will take effect and the reason for the decision.
- If the reason for the denial is that the service is not medically necessary, the notice will include a clear explanation of why the county made this decision. This explanation will include the specific clinical reasons why the service is not considered medically necessary for you.
- The state or federal rules the decision was based on.
- Your rights to file an appeal if you do not agree with the county's decision.
- How to receive copies of the documents, records, and other information related to the county's decision.
- How to file an appeal with the county.
- How to request a State Fair Hearing if you are not satisfied with the county's decision on your appeal.
- How to request an expedited appeal or an expedited State Fair Hearing.

- How to get help filing an appeal or requesting a State Fair Hearing.
- How long you have to file an appeal or request a State Fair Hearing.
- Your right to continue to receive services while you wait for an appeal or State Fair Hearing decision, how to request continuation of these services, and whether the costs of these services will be covered by Medi-Cal.
- When you have to file your appeal or State Fair Hearing request by if you want the services to continue.

What Should I Do When I Get a Notice of Adverse Benefit Determination?

When you get a Notice of Adverse Benefit Determination, you should read all the information in the notice carefully. If you don't understand the notice, your county can help you. You may also ask another person to help you.

You can request a continuation of the service that has been discontinued when you submit an appeal or request for a State Fair Hearing. You must request the continuation of services no later than 10 calendar days after the date the Notice of Adverse Benefit Determination was post-marked or delivered to you, or before the effective date of the change.

Can I Keep Getting My Services While I Wait for an Appeal Decision?

Yes, you might be able to keep getting your services while you wait for a decision. This means you can keep seeing your provider and getting the care you need.

What Do I Have to Do to Keep Getting My Services?

You must meet the following conditions:

- You ask to keep getting the service within 10 calendar days of the county sending the Notice of Adverse Benefit Determination or before the date the county said the service would stop, whichever date is later.
- You filed an appeal within 60 calendar days of the date on the Notice of Adverse Benefit Determination.

- The appeal is about stopping, reducing, or suspending a service you were already getting.
- Your provider agreed that you need the service.
- The time period the county already approved for the service has not ended yet.

What If the County Decides I Do Not Need the Service After the Appeal?

You will not be required to pay for the services you received while the appeal was pending.

Member Responsibilities

What are my responsibilities as a Medi-Cal member?

It is important that you understand how the county services work so you can get the care you need. It is also important to:

- Attend your treatment as scheduled. You will have the best result if you work with your provider to develop goals for your treatment and follow those goals. If you do need to miss an appointment, call your provider at least 24 hours in advance, and reschedule for another day and time.
- Always carry your Medi-Cal Benefits Identification Card (BIC) and a photo ID when you attend treatment.
- Let your provider know if you need an oral interpreter before your appointment.
- Tell your provider all your medical concerns. The more complete information that you share about your needs, the more successful your treatment will be.
- Make sure to ask your provider any questions that you have. It is very important you completely understand the information that you receive during treatment.
- Follow through on the planned action steps you and your provider have agreed upon.
- Contact the county if you have any questions about your services or if you have any problems with your provider that you are unable to resolve.
- Tell your provider and the county if you have any changes to your personal information. This includes your address, phone number, and any other medical

information that may affect your ability to participate in treatment.

- Treat the staff who provide your treatment with respect and courtesy.
- If you suspect fraud or wrongdoing, report it:
    - The Department of Health Care Services asks that anyone suspecting Medi-Cal fraud, waste, or abuse to call the DHCS Medi-Cal Fraud Hotline at **1-800-822-6222**. If you feel this is an emergency, please call **911** for immediate assistance. The call is free, and the caller may remain anonymous.
    - You may also report suspected fraud or abuse by e-mail to fraud@dhcs.ca.gov or use the online form at http://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx.

Do I Have To Pay For Medi-Cal?

Most people in Medi-Cal do not have to pay anything for medical or behavioral health services. In some cases, you may have to pay for medical and/or behavioral health services based on the amount of money you get or earn each month.

- If your income is less than Medi-Cal limits for your family size, you will not have to pay for medical or behavioral health services.
- If your income is more than Medi-Cal limits for your family size, you will have to pay some money for your medical or behavioral health services. The amount that you pay is called your 'share of cost'. Once you have paid your 'share of cost,' Medi-Cal will pay the rest of your covered medical bills for that month. In the months that you don't have medical expenses, you don't have to pay anything.
- You may have to pay a 'co-payment' for any treatment under Medi-Cal. This means you pay an out-of-pocket amount each time you get a medical service or go to a hospital emergency room for your regular services.
- Your provider will tell you if you need to make a co-payment.

NONDISCRIMINATION NOTICE

Discrimination is against the law. TCHSA follows State and Federal civil rights laws. TCHSA does not unlawfully discriminate, exclude people, or treat them differently because of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

TCHSA provides:

- Free aids and services to people with disabilities to help them communicate better, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, braille, audio or accessible electronic formats)
- Free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact TCHSA-BH by calling 1-800-240-3208. Or, if you cannot hear or speak well, please call TTY: 711. Upon request, this document can be made available to you in braille, large print, audio, or accessible electronic formats.

HOW TO FILE A GRIEVANCE

If you believe that TCHSA has failed to provide these services or unlawfully discriminated in another way on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation, you can file a grievance with Quality Assurance Manager. You can file a grievance by phone, in writing, in person, or electronically:

- By phone: Contact TCHSA Quality Assurance Manager between 8:00 AM and 5:00 PM by calling *(530) 527-8491.* Or, if you cannot hear or speak well, please call *TTY: 711*.
- In writing: Fill out a complaint form or write a letter and send it to:

  Quality Assurance Manager, PO Box 400, Red Bluff, CA 96080.
- In person: Visit your doctor's office or TCHSA *Facility* and say you want to file a grievance.

- Electronically: Visit TCHSA website at:

  https://www.tehamacohealthservices.net/administration/quality-assurance/

OFFICE OF CIVIL RIGHTS – CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

You can also file a civil rights complaint with the California Department of Health Care Services, Office of Civil Rights by phone, in writing, or electronically:

- By phone: Call **916-440-7370**. If you cannot speak or hear well, please call **711 (California State Relay)**.

- In writing: Fill out a complaint form or send a letter to:

  Department of Health Care Services
  Office of Civil Rights
  P.O. Box 997413, MS 0009
  Sacramento, CA 95899-7413

  Complaint forms are available at:
  https://www.dhcs.ca.gov/discrimination-grievance-procedures

- Electronically: Send an email to CivilRights@dhcs.ca.gov.

OFFICE OF CIVIL RIGHTS – U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

If you believe you have been discriminated against on the basis of race, color, national origin, age, disability or sex, you can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights by phone, in writing, or electronically:

- By phone: Call **1-800-368-1019**. If you cannot speak or hear well, please call **TTY/TDD 1-800-537-7697**.

- In writing: Fill out a complaint form or send a letter to:
  U.S. Department of Health and Human Services
  200 Independence Avenue, SW
  Room 509F, HHH Building
  Washington, D.C. 20201

- Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

- Electronically: Visit the Office for Civil Rights Complaint Portal at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf

NOTICE OF PRIVACY PRACTICES

A statement describing the county's policies and procedures for preserving the confidentiality of medical records is available and will be given to you upon request.

If you are of the age and capacity to consent to behavioral health services, you are not required to get any other member's authorization to get behavioral health services or to submit a claim for behavioral health services.

You can ask your county to send communications about behavioral health services to another mailing address, email address, or telephone number that you choose. This is called a "request for confidential communications." If you consent to care, the county will not give information on your behavioral health services to anyone else without your written permission. If you do not give a mailing address, email address, or telephone number, the county will send communications in your name to the address or telephone number on file.

The county will honor your requests to get confidential communications in the form and format you asked for. Or they will make sure your communications are easy to put in the form and format you asked for. The county will send them to another location of your choice. Your request for confidential communications lasts until you cancel it or submit a new request for confidential communications.

Pursuant to Civil Code section 56.107(b) and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, a member (or his/her personal representative) may request alternate confidential communications by completing a Request to Receive Alternate Confidential Communications of Medical Information form. This form is available at all Tehama County Health Services Agency (TCHSA) sites. The completed form can be turned in at any TCHSA site, or it can be mailed to:

Tehama County Health Services Agency, Medical Information Request
P.O. Box 400
Red Bluff, CA 96080

TCHSA will verify the identity of the individual making the request. TCHSA's policy as described in TCHSA Policy and Procedure 8-02-3006, Alternate Confidential Communications, is to act on the request (i.e., agree to the request or, if possible, discuss with the member the reason(s) for denying the request) as soon as reasonably possible after receipt of the request.

A statement of the county's policies and procedures for protecting your medical information (called a "Notice of Privacy Practices") is included below:

A current printed version of the TCHSA Notice of Privacy Practices may be requested from any TCHSA site, or an online version of may be found at the following website: https://www.tehamacohealthservices.net/our-administration/compliance/privacy-practices-fraud/

The state Department of Healthcare Services (DHCS) also has a Notice of Privacy Practices, which may be viewed at the following website: https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Notice-of-Privacy-Practices-English.pdf.

WORDS TO KNOW

988 Suicide and Crisis Lifeline: A phone number that provides free, confidential support for people experiencing a mental health crisis, including suicidal thoughts. It is available 24/7 to connect callers with trained counselors who can offer help and support.

Administrative law judge: A judge who hears and decides cases involving adverse benefit determinations.

American Society of Addiction Medicine (ASAM): A professional medical society representing doctors and other healthcare professionals who specialize in addiction treatment. This organization created the ASAM Criteria, which is the national set of criteria for addiction treatment.

Appeal resolution: The process of resolving a disagreement you have with a decision made by the county about coverage of a requested service. In simpler terms: It is how you get a second look at a decision you do not agree with.

Application Programming Interfaces (APIs): APIs are like messengers that allow different software programs to "talk" to each other and share information.

Assessment: A service activity designed to evaluate the current status of mental, emotional, or behavioral health.

Authorization: Giving permission or approval.

Authorized representative: Someone legally allowed to act on behalf of another person.

Behavioral Health: Refers to our emotional, psychological, and social well-being. In simpler terms: It is about how we think, feel, and interact with others.

Benefits: Health care services and drugs covered under this health plan.

Benefits Identification Card (BIC): An ID card to verify your Medi-Cal health insurance.

Care Coordination Services (Coordination of Care): Helps people navigate the healthcare system.

Caregiver: Someone who provides care and support to another person who needs help.

Case manager: Registered nurses or social workers who can help a member understand major health problems and arrange care with the member's providers.

Case management: It is a service to assist members in accessing needed medical, educational, social, rehabilitative, or other community services. In other words, it helps people get the care and support they need.

CHIP (Children's Health Insurance Program): A government program that helps families get health insurance for their children if they cannot afford it.

Civil Rights Coordinator: Ensures that an organization (like a school, company, or government agency) complies with laws that protect people from discrimination.

Client-driven: Something that is focused on the needs and preferences of the client.

Community-based organizations: Groups of people who work together to improve their community.

Community-based adult services (CBAS): Outpatient, facility-based services for skilled nursing care, social services, therapies, personal care, family and caregiver training and support, nutrition services, transportation, and other services for members who qualify.

Community-based stabilization: Helps people experiencing a mental health crisis get support within their own community instead of going to a hospital.

Continuation of service: See continuity of care.

Continuity of care: The ability of a plan member to keep getting Medi-Cal services from their existing out-of-network provider for up to 12 months if the provider and county agree.

Copayment (co-pay): A payment a member makes, generally at the time of service, in addition to the insurer's payment.

Covered Services: Medi-Cal services for which the county is responsible for payment. Covered services are subject to the terms, conditions, limitations, and exclusions of the Medi-Cal contract, any contract amendment, and as listed in this Member Handbook (also known as the Combined Evidence of Coverage (EOC) and Disclosure Form).

Culturally competent services: Providing services that are respectful of and responsive to a person's culture, language, and beliefs.

Designated significant support person(s): Person(s) who the member or the provider thinks are important to the success of treatment. This can include parents or legal guardians of a minor, anyone living in the same household, and other relatives of the member.

DHCS: The California Department of Health Care Services. This is the State office that oversees the Medi-Cal program.

Discrimination: The unfair or unequal treatment of someone based on their race, gender, religion, sexual orientation, disability, or other characteristics.

Early and periodic screening, diagnostic, and treatment (EPSDT): Go to “Medi-Cal for Kids and Teens.”

Family-based treatment services: Provides support and treatment to children and their families to address mental health challenges within the home environment.

Family planning services: Services to prevent or delay pregnancy. Services are provided to members of childbearing age to enable them to determine the number and spacing of children.

Fee-for-Service (FFS) Medi-Cal: Payment model in which Behavioral Health providers are paid for each individual service they provide patient, rather than a per-patient monthly or annual fee. Medi-Cal Rx is covered under this program.

Financial liability: Being responsible for paying a debt or cost.

Foster home: A household that provides 24-hour substitute care for children who are separated from their parents or guardians.

Fraud: An intentional act to deceive or misrepresent made by a person with knowledge that the deception or misrepresentation could result in some unauthorized benefit to themselves or someone else.

Full-scope Medi-Cal: Free or low-cost health care for people in California that provides more than just emergency health care. It provides medical, dental, mental health, family planning, and vision (eye) care. It also covers treatment for alcohol and drug use, medicine your doctor orders, and more.

Grievance: A member's verbal or written expression of dissatisfaction about a service covered by Medi-Cal, a managed care plan, a county, or a Medi-Cal provider. A grievance is the same as a complaint.

Guardian: A person legally responsible for the care and well-being of another person, usually a child or someone who cannot care for themselves.

Hospital: A place where a member gets inpatient and outpatient care from doctors and nurses.

Hospitalization: Admission to a hospital for treatment as an inpatient.

Indian Health Care Providers (IHCP): A health care program operated by the Indian Health Service (IHS), an Indian Tribe, Tribal Health Program, Tribal Organization or Urban Indian Organization (UIO) as those terms are defined in Section 4 of the Indian Health Care Improvement Act (25 U.S.C. section 1603).

Initial Assessment: An evaluation of the member to determine the need for mental health services or substance use disorder treatment.

Inpatient Detoxification: A voluntary medical acute care service for detoxification for members with severe medical complications associated with withdrawals.

Integrated Core Practice Model: A guide that outlines the values, standards, and practices for working with children, youth, and families in California.

Licensed mental health professional: Any provider who is licensed in accordance with applicable State of California law such as the following: licensed physician, licensed psychologist, licensed clinical social worker, licensed professional clinical counselor, licensed marriage and family therapist, registered nurse, licensed vocational nurse, licensed psychiatric technician.

Licensed psychiatric hospital: A mental health treatment facility that is licensed to provide 24-hour inpatient care for mentally disordered, incompetent, or a danger to themselves or others.

Licensed residential facility: Facilities that provide residential nonmedical services to adults who are recovering from problems related to alcohol or other drug (AOD) misuse or abuse.

Managed care plan: A Medi-Cal health plan that uses only certain doctors, specialists, clinics, pharmacies, and hospitals for Medi-Cal recipients enrolled in that plan.

Medi-Cal: California's version of the federal Medicaid program. Medi-Cal offers free and low-cost health coverage to eligible people who live in California.

Medi-Cal for Kids and Teens: A benefit for Medi-Cal members under the age of 21 to help keep them healthy. Members must get the right health check-ups for their age and appropriate screenings to find health problems and treat illnesses early. They must get treatment to take care of or help the conditions that might be found in the check-ups. This benefit is also known as the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) benefit under federal law.

Medi-Cal Peer Support Specialist: An individual who has lived experience with behavioral health or substance use conditions and is in recovery, who has completed the requirements of a county's State-approved certification program, who is certified by the county, and who provides services under the direction of a Behavioral Health Professional who is licensed, waivered, or registered with the State.

Medi-Cal Rx: A pharmacy benefit service that is part of FFS Medi-Cal and known as "Medi-Cal Rx" that provides pharmacy benefits and services, including prescription drugs and some medical supplies to all Medi-Cal members.

Medically necessary (or medical necessity): For members 21 years of age or older, a service is medically necessary when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For members under 21 years of age, a service is medically necessary if it is to correct or ameliorate a mental illness or condition discovered by a screening service.

Medication Assisted Treatment (MAT): The use of FDA approved medication in combination with counseling or behavioral therapies to provide a "whole-patient" approach to the treatment of substance use disorder.

Member: An individual who is enrolled in the Medi-Cal program.

Mental health crisis: When someone is experiencing a situation where their behaviors or symptoms put themselves or others at risk and require immediate attention.

Mental health plan: Each county has a mental health plan that is responsible for providing or arranging specialty mental health services to Medi-Cal members in their county.

Network: A group of doctors, clinics, hospitals, and other providers contracted with the county to provide care.

Non-emergency medical transportation: Transportation by ambulance, wheelchair van, or litter van for those who cannot use public or private transportation.

Non-medical transportation: Transportation when traveling to and from an appointment for a Medi-Cal covered service authorized by a member's provider and when picking up prescriptions and medical supplies.

Office of the Ombudsman: Helps solve problems from a neutral standpoint to make sure that members receive all medically necessary and covered services for which plans are contractually responsible.

Out-of-home placement: A temporary or permanent removal of a child from their home to a safer environment like with a foster family or in a group home.

Out-of-network provider: A provider who is not part of the county's contracted network.

Out-of-pocket: A personal cost to a member to receive covered services. This includes premiums, copays, or any additional costs for covered services.

Outpatient mental health services: Outpatient services for members with mild to moderate mental health conditions including:

- Individual or group mental health evaluation and treatment (psychotherapy)
- Psychological testing when clinically indicated to evaluate a mental health condition
- Outpatient services for the purpose of monitoring medication therapy
- Psychiatric consultation
- Outpatient laboratory, supplies, and supplements

Participating provider (or participating doctor): A doctor, hospital, or other licensed health care professional or licensed health facility, including sub-acute facilities that have a contract with the county to offer covered services to members at the time a member gets care.

Plan development: A service activity that consists of development of client plans, approval of client plans, and/or monitoring of a member's progress.

Prescription drugs: A drug that legally requires an order from a licensed provider to be dispensed, unlike over-the-counter ("OTC") drugs that do not require a prescription.

Primary care: Also known as "routine care". These are medically necessary services and preventative care, well-child visits, or care such as routine follow-up care. The goal of these services is to prevent health problems.

Primary care provider (PCP): The licensed provider a member has for most of their health care. The PCP helps the member get the care they need. A PCP can be a:

- General practitioner

- Internist
- Pediatrician
- Family practitioner
- OB/GYN
- Indian Health Care Provider (IHCP)
- Federally Qualified Health Center (FQHC)
- Rural Health Clinic (RHC)
- Nurse practitioner
- Physician assistant
- Clinic

Prior authorization (pre-approval): The process by which a member or their provider must request approval from the county for certain services to ensure the county will cover them. A referral is not an approval. A prior authorization is the same as pre-approval.

Problem resolution: The process that allows a member to resolve a problem or concern about any issue related to the county's responsibilities, including the delivery of services.

Provider Directory: A list of providers in the county's network.

Psychiatric emergency medical condition: A mental disorder in which the symptoms are serious or severe enough to cause an immediate danger to the member or others or the member is immediately unable to provide for or use food, shelter, or clothing due to the mental disorder.

Psychological testing: A test that helps understand someone's thoughts, feelings, and behaviors.

Referral: When a member's PCP says the member can get care from another provider. Some covered care services require a referral and pre-approval (prior authorization).

Rehabilitative and habilitative therapy services and devices: Services and devices to help members with injuries, disabilities, or chronic conditions to gain or recover mental and physical skills.

Residential shelter services: Provides temporary housing and support to people who are homeless or experiencing a housing crisis.

Screening: A quick check conducted to determine the most appropriate services.

Share of cost: The amount of money a member must pay toward their medical expenses before Medi-Cal will pay for services.

Serious emotional disturbances (problems): Refers to a significant mental, behavioral, or emotional disorder in children and adolescents that interferes with their ability to function at home, school, or in the community.

Specialist (or specialty doctor): A doctor who treats certain types of health care problems. For example, an orthopedic surgeon treats broken bones; an allergist treats allergies; and a cardiologist treats heart problems. In most cases, a member will need a referral from their PCP to go to a specialist.

Specialty mental health services (SMHS): Services for members who have mental health services needs that are higher than a mild to moderate level of impairment.

Strength-based: Looking at what someone can do, instead of just focusing on their problems.

Substance use disorder services: Services that help people who are struggling with addiction to drugs or alcohol.

Telehealth: A way of delivering health care services through information and communication technologies to facilitate a patient's health care.

Trauma: A deep emotional and psychological distress that results from experiencing or witnessing a terrifying event.

Trauma-informed specialty mental health services: These services recognize that many people struggling with mental health issues have experienced trauma, and they provide care that is sensitive to and supportive of those who have been traumatized.

Treatment Plan: A plan to address a member's needs and monitor progress to restore the member's best possible functional level.

TTY/TDD: Devices that assist people who are deaf, hard of hearing, or have a speech impairment to make and receive phone calls. TTY stands for "Teletypewriter". TDD stands for "Telecommunications Device for the Deaf".

Vocational services: Services that help people find and keep jobs.

Waitlist: A list of people who are waiting for something that is not currently available, but may be in the future.

Warm handoff: A smooth transfer of care from one provider to another.

ADDITIONAL INFORMATIOM ABOUT TEHAMA COUNTY

Additional County-Specific Information

These services, new in 2026, are being provided by TCHSA.

- Coordinated Specialty Care (CSC) for First Episode Psychosis (FEP)

These services are **not** being offered by TCHSA. Members will be notified when services become available in Tehama County.

- Assertive Community Treatment (ACT)
- Forensic Assertive Community Treatment (FACT)
- Clubhouse Services
- Enhanced Community Health Worker (CHW) Services
- Supported Employment
- In-Reach Services

TCHSA can provide you with forms or other written information in your preferred language, or in alternative forms like Braille, 20-point font large-size print, audio recordings or accessible electronic format, at no charge to you. Ask your provider or call the county telephone number listed on the cover of this handbook (TTY: 711). The call is toll free. Due to translation, processing and/or printing time, it may take up to 5 business days before you receive the forms or materials.

The county provides oral interpretation services from a qualified interpreter, on a 24-hour basis, at no cost to you. You do not have to use a family member or friend as an interpreter. We discourage the use of minors as interpreters, unless it is an emergency. The county can also provide auxiliary aids and services to a family member, friend, or anyone else with whom it is appropriate to communicate with on your behalf. Interpreter, linguistic and cultural services are available at no cost to you. Help is available 24 hours a day, 7 days a week. For language help or to get this handbook in a different language, call the county telephone number listed on the cover of this handbook (TTY: 711). The call is toll free.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Open Line Group Homes, Inc.

Contract Description: For the purpose Short Term Residential Therapeutic Program (STRTP) mental health services.

APPROVED AS TO FORM:



Date: 05/22/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0955 **Agenda Date:** 6/16/2026 **Agenda #:** 40.

CALIFORNIA STATE ASSOCIATION OF COUNTIES - Chief Executive Officer Graham Knaus & Chief Operating Officer Paul Danczyk

Requested Action(s)
a) California State Association of Counties (CSAC) update

b) Presentation of certificates to Tehama County graduates of the California State Association of Counties (CSAC) Institute

Financial Impact:
Cost for attendance was paid by each employee's Department.

Background Information:
CSAC partnered with Shasta, Siskiyou, Tehama, and Trinity counties for their inaugural CSAC Institute Campus to provide courses locally to forty-eight county leaders from January to May 2026. Participants who completed all courses are being presented with their CSAC Executive Credential. Tehama County was able to provide this opportunity to 12 participants.

Course topics included:
Leadership Fundamentals and Governance
The Empathic Stance in Leadership Roles
From Conflict to Collaboration
Building and Maintaining a Team Environment
Self-Care within Public Service
Work-Life Balance within Public Service
Leading with Emotional Intelligence
Assertive Communication
The Power and Role of Organizational Culture
Change Leadership

Tehama County

Agenda Request Form

File #: 26-0924 **Agenda Date:** 6/16/2026 **Agenda #:** 41.

TREASURER/TAX COLLECTOR - Treasurer/Tax Collector Parker R. Hunt

Requested Action(s)

a) ORDINANCE - Request the adoption of an ordinance adding Section 2.07.050 to Chapter 2.07 of the Tehama County Code, delegating administrative responsibilities of the Tehama County Employee Deferred Compensation Plan

1) Waive the second reading
2) Adopt the ordinance

Financial Impact:

No Financial Impact.

Background Information:

Tehama County has offered a Section 457(b) Deferred Compensation Plan to eligible employees since 1980. Administration of the plan has historically been overseen by a Deferred Compensation Committee authorized by the Board of Supervisors.

The proposed Ordinance updates this administrative structure by dissolving the committee and designating the Treasurer/Tax Collector as the County's Deferred Compensation Plan Administrator. This change is intended to streamline day-to-day administration, improve efficiency, and clearly assign responsibility for operational matters.

The Ordinance preserves the Board of Supervisors' authority over all fundamental policy decisions, including plan adoption, eligibility and contribution structure, selection of vendors or service providers, contract approval, and overall oversight. The Treasurer/Tax Collector will report to the Board as requested and present any reserved matters for Board direction. The Ordinance codifies this delegation in the County Code, effective July 1, 2026.

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA AMENDING PRIOR AUTHORIZATION FOR THE ADMINISTRATION OF THE COUNTY DEFERRED COMPENSATION PLAN

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA ("County") ORDAINS AS FOLLOWS:

SECTION 1. AUTHORITY AND TITLE.

A. This Ordinance is authorized by the Board's authority under California Constitution Article 11, Government Code section 25303, and other applicable law.
B. This Ordinance shall be called "The Deferred Compensation Delegation Ordinance."

SECTION 2. PURPOSE AND FINDINGS.

A. The purpose of this Ordinance is to delegate authority to the Tax Collector/Treasurer to perform all the necessary administrative functions to offer Tehama County Employees a 457(b) Deferred Compensation Program (County's deferred compensation plan).
B. On April 8, 1980 the Deferred Compensation Program was established by the Board of Supervisors and gave authority to the Deferred Compensation Committee to establish rules and processes consistent with fiduciary laws and regulations.
C. .The Board now desires to modify that administrative structure to designate a single County officer to perform certain administrative functions, while retaining ultimate policy authority and oversight

SECTION 3. ORDINANCE.

Any prior authorization establishing a committee to formulate rules and procedures for the purchase and administration of the County's deferred compensation plan is hereby rescinded and the deferred compensation committee is hereby dissolved.

Section 2.07.050, is hereby added to the Tehama County Code to read:

A. Designation of Treasurer-Tax Collector as Plan Administrator. The Treasurer-Tax Collector is hereby designated as the administrative officer responsible for formulating rules and procedures for the day-to-day administration of the County's deferred compensation plan.

B. Scope of Delegated Authority. The Treasurer-Tax Collector is authorized to develop, implement, and maintain administrative rules and procedures necessary for the efficient operation of the County's

deferred compensation plan, consistent with applicable law and policies adopted by the Board.

C. Matters Reserved to the Board of Supervisors. Notwithstanding the delegation of administrative authority, the following matters shall be reserved to the Board of Supervisors:
   i. Adoption of the deferred compensation plan itself;
   ii. Fundamental policy decisions, including but not limited to employee eligibility and high-level contribution structure;
   iii. Ultimate oversight authority, including the ability to revise, amend, or rescind administrative rules;
   iv. Selection of plan vendors or service providers;
   v. Negotiation or approval of contracts related to the County's deferred compensation plan.

D. Procedure for Reserved Matters. Whenever a matter reserved for the Board as described in Subdivision D of Section 3 arises, the Treasurer-Tax Collector shall present the issue to the Board. The Board shall determine, in its discretion, whether to:
   i. Address the matter directly; or
   ii. Establish an ad hoc committee to evaluate and make recommendations regarding the matter.

E. Oversight and Reporting. The Treasurer-Tax Collector shall report to the Board as requested regarding the administration of the County's deferred compensation plan and any rules or procedures adopted pursuant to this ordinance.

SECTION 4. CEQA FINDINGS.

The Board of Supervisors finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Board of Supervisors declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof

despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 6. EFFECTIVE DATE.
This Ordinance shall be and is hereby declared to be in full force effect July 1, 2026, or thirty (30) days after the date of its passage whichever comes later. The clerk shall cause this Ordinance or a summary to be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in the *Red Bluff Daily News*, a newspaper of general circulation in the County of Tehama, State of California.

In regular session of the Board of Supervisors of the County of Tehama, introduced on the 5th day of May, 2026, and DULY PASSED AND ADOPTED THIS ___ DAY OF _____, 2026, by the Board of Supervisors of the County of Tehama by following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

_____
CHAIRMAN, Board of Supervisors

STATE OF CALIFORNIA)
) §§
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an ordinance adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED this _____ day of _____ 2026.

SEAN HOUGHTBY, County Clerk of
the Board of Supervisors of the County of
Tehama, State of California

By_____

E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

Document Description: Resolution for Carl Moyer Program Attainment Reserve Program

APPROVED AS TO FORM:

Date: 4/8/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Ad Order Number	*Customer*	*Payor Customer*	*PO Number*
0006966366	TEHAMA COUNTY TAX COLLECTOR	TEHAMA COUNTY TAX COLLECTOR	
Sales Representative	*Customer Account*	*Payor Account*	*Ordered By*
House NVRB	3525809	3525809	
Order Taker	*Customer Address*	*Payor Address*	*Customer Fax*
Susan Fullbright	ATTN: ACCOUNTS PAYABLE PO BOX 769 RED BLUFF, CA 96080	ATTN: ACCOUNTS PAYABLE PO BOX 769 RED BLUFF, CA 96080	
Order Source	*Customer Phone*	*Payor Phone*	*Customer EMail*
Select Source	530-527-4535	530-527-4535	

Current Queue
Ready

Invoice Text
Ordered on 4/30/26 by sean Houghtby

Tear Sheets	*Affidavits*	*Blind Box*	*Materials*	*Promo Type*	*Special Pricing*
0	0				

Ad Number	Ad Size	Color	Production Color	Ad Attributes	Production Method	Production Notes
0006966366-01	2 X 76 Li				AdBooker	

External Ad Number	Pick Up	Ad Type	Released for Publication
		Legal Liner	

A SUMMARY OF ORDINANCE NO. 2153

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Ordinance No. 2153 introduced at the Tehama County Board of Supervisors meeting on May 5, 2026.

The Ordinance amends prior authorization related to the administration of the County's Deferred Compensation Plan. The purpose of the Ordinance is to delegate day-to-day administrative authority for the County's 457(b) Deferred Compensation Program to the Treasurer/Tax Collector. The Ordinance dissolves the existing Deferred Compensation Committee, designates the Treasurer/Tax Collector as Plan Administrator, and authorizes that office to develop and maintain administrative rules and procedures consistent with applicable law.

The Ordinance reserves key policy decisions to the Board of Supervisors, including adoption of the plan, employee eligibility, contribution structure, vendor selection, contract approval, and ultimate oversight authority. The Ordinance also provides for Board review of reserved matters, reporting requirements, CEQA exemption findings, severability, and establishes an effective date of July 1, 2026, or thirty days after adoption, whichever occurs later.

A certified copy of the full text of the Ordinance is available for review in the Office of the Tehama County Clerk. If adopted, the Ordinance shall be pub lished as required by law.

Published: 5/8/26

Sean Houghtby
Clerk of the Board of Supervisors

Product	Requested Placement	Requested Position	Run Dates	# Inserts
Red Bluff Daily News	Legals CLS NC	General Legal NC - 1076~	05/06/26	1

Advertising Order Confirmation

Red Bluff Daily News
PO Box 885, Red Bluff, CA 96080 □ 530-737-5046 □ Adjudicated 1955 - No. 9670

Order Charges:

Net Amount	Tax Amount	Total Amount	Payment Amount	Amount Due
81.86	0.00	81.86	0.00	**$81.86**

Please note: If you pay by bank card, your card statement will show "CAL NEWSPAPER ADV" or "CALIFORNIA NEWSPAPER ADVERTISING SERVICES", depending on the type of card used.

Tehama County

Agenda Request Form

File #: 26-1000 **Agenda Date:** 6/16/2026 **Agenda #:** 42.

SOCIAL SERVICES - Director Bekkie F. Emery

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Interagency Memorandum of Understanding with the Tehama County Library to provide Work Experience to CalWORKs eligible participants with a maximum compensation not to exceed $50,000, effective 4/1/26 through 6/30/26

Financial Impact:
Funding for this program is anticipated in the FY 25/26 budget, account 5013-53230, Professional and Special Services. These activities are funded with federal CalWORKs funding. There is no impact to the General Fund.

Background Information:
This is a new Agreement. The Tehama County Library Work Experience Site is a structured program for CalWORKs participants that offers a supportive environment to develop practical job skills and establish a reliable work history. Through a combination of hands-on work assignments and targeted training, participants strengthen essential workplace competencies such as communication, time management, and professional expectations. The program is designed to enhance employability, support the transition to unsubsidized employment, and promote long-term financial independence and self-sufficiency.

INTERAGENCY MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND TEHAMA COUNTY LIBRARY

This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as "TCDSS" and Tehama County Library, hereafter referred to as "TC Library", for the purpose of providing supervised work experience and confidential work space for training of participants who are referred to the site by CalWORKs Employment Services.

1. **RESPONSIBILITIES OF TC Library**

During the term of this agreement, TC Library shall provide services in accordance with the Scope of Work, Exhibit C, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, Exhibit B, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF TCDSS**

TCDSS shall compensate TC Library for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by TCDSS, TC Library shall invoice TCDSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit D. The Maximum Compensation payable under Agreement shall not exceed $50,000.00. TC Library may, with TCDSS approval, reallocate funds among each of the major cost categories listed in Exhibit D, to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. TC Library shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. TC Library shall have no claim against TCDSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by TC Library after the expiration or other termination of this Agreement. TC Library shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and TC Library agrees that TCDSS has no obligation, whatsoever, to compensate or

reimburse TC Library for any expenses, direct or indirect costs, expenditures, or charges of any nature by TC Library that exceed the Maximum Compensation amount set forth above. Should TC Library receive any such payment it shall immediately notify TCDSS and shall immediately repay all such funds to TCDSS. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 22nd of June, TC Library shall submit to TCDSS an itemized invoice (Exhibit E) for all services rendered. TCDSS shall make payment of all undisputed amounts no later than June 30, 2026 of receipt of TC Library's invoice. TCDSS shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, TC Library shall submit a final undisputed invoice for payment no later than the 22nd of June. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the County under this Agreement have ceased and that no further payments are due or outstanding. County will not honor any delinquent invoice. TC Library will be deemed to have forfeited its right to payment and shall have no claim against County for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on April 1, 2026 and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If TC Library fails to perform his/her duties to the satisfaction of the TCDSS, or if TC Library fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if TC Library violates any of the terms or provisions of this agreement, then the TCDSS shall have the right to terminate this agreement effective immediately upon the TCDSS giving written notice thereof to the TC Library. Either party may terminate this agreement on 30 days' written notice. TCDSS shall pay TC Library for all work satisfactorily completed as of the date of notice. TCDSS may terminate this agreement immediately upon oral notice should funding cease or be materially

decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The TCDSS's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. TC Library shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. TC Library specifically acknowledges that in entering into and executing this agreement, TC Library relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of TC Library, TC Library may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the TCDSS.

10. INSURANCE

TCDSS acknowledges that TC Library participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors. TCDSS further acknowledges that TC Library is required to contribute a portion of the funds necessary to operate this program.

11. NON-DISCRIMINATION

TC Library shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

12. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. TC Library shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by TC Library under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the TCDSS immediately.

14. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

15. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

16. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO TCDSS:	NOTICES TO TC Library:
Bekkie F. Emery, Director Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Alicia Meyer, County Librarian Tehama County Library 545 Diamond Avenue Red Bluff, CA 96080 Phone: 527-0604 countylibrarian@tehamacountylibrary.org
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	**PERSON RESPONSIBLE FOR REPORTING:**
Xavier Garcia, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org OR delivered in person to 310 S. Main Street. Phone: 530-528-4099 Fax: 530-527-5410	Alicia Meyer, County Librarian Tehama County Library 545 Diamond Avenue Red Bluff, CA 96080 Phone: 527-0604 countylibrarian@tehamacountylibrary.org
INVOICES SUBMITTED TO TCDSS:	**PERSON RESPONSIBLE FOR INVOICING:**
Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410	Alicia Meyer, County Librarian Tehama County Library 545 Diamond Avenue Red Bluff, CA 96080 Phone: 527-0604 countylibrarian@tehamacountylibrary.org

Notice shall be deemed to be effective two days after mailing.

17. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

18. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

19. **NON-EXCLUSIVE AGREEMENT**

TC Library understands that this is not an exclusive agreement, and that TCDSS shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by TC Library, or to perform such services with TCDSS's own forces, as TCDSS desires.

20. **HAZARDOUS MATERIALS**

TC Library shall provide to TCDSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by TC Library, or any of its Subcontractors, in connection with the services on County property. TC Library shall provide TCDSS with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by TC Library, or any of its Subcontractors, during the performance of the services. TCDSS shall provide Safety Data Sheets for any Hazardous Materials that TC Library may be exposed to while on County property.

21. **HARASSMENT**

TC Library agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

22. **EXHIBITS**

TC Library shall comply with all provisions of Exhibits A through E, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

23. **STANDARDS OF THE PROFESSION**

TC Library agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which TC Library has been properly licensed to practice.

24. **LICENSING OR ACCREDITATION**

Where applicable the TC Library shall maintain the appropriate license or accreditation through the life of this contract.

25. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by TC Library during the term of this agreement for any purpose related to the agreement shall become the property of the TCDSS. TC Library shall deliver, upon full payment by the TCDSS for services rendered hereunder, all such materials to TCDSS.

27. **DOCUMENTS AND RETENTION**

a. TC Library and TCDSS agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, TC Library shall make available these records to the TCDSS, State, or Federal government representatives.

b. TC Library shall provide TCDSS all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by TC Library pursuant to this agreement, should this agreement be terminated.

c. TC Library shall develop and maintain records concerning the services provided pursuant to this agreement. TC Library shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. TC Library shall fully cooperate with the TCDSS in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

TC Library shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. TC Library shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

TC Library and TC Library's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

30. **CONFIDENTIALITY**

The intent of this agreement is for the TC Library to provide supervised work as a training element for assigned participants who are referred to the site by CalWORKs Employment Services. However, should specific information regarding the TCDSS's clients become known to TC Library, the following confidentiality rules shall apply:

a. TC Library shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:

   i. All applications and records concerning any individual made or kept by TC Library shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

ii. No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

iii. No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

b. TC Library shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.

c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

d. Notwithstanding any other provision of this Agreement, the TC Library agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The TC Library understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the TCDSS or the TC Library, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

32. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

The TCDSS may monitor the TC Library's performance to assure compliance with the terms, conditions, and specifications of this agreement.

TC Library shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to TCDSS at any time. This shall include informing recipients of their right to a State hearing.

The TCDSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the TC Library or any person employed by TC Library, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

TC Library will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of $10,000.00, TC Library is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of $100,000.00, TC Library is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

34. **DUPLICATION OF SERVICES AND REFERRALS**

TC Library, TC Library's employees and partners, and any Sub-contractors agree to refer clients to other existing services as appropriate. New and Existing services shall be coordinated to prevent duplication of services.

TC Library certifies, by signing this agreement, that the services being provided would not otherwise be available to registrants free of charge in the absence of TCDSS funding.

IN WITNESS WHEREOF, TCDSS and TC Library have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES

Executed at Red Bluff, California, 6/4/26, by _____
Date — Bekkie F. Emery, Director

TEHAMA COUNTY LIBRARY

Executed at Red Bluff, California, 06/04/2026, by Alicia Meyer
Date — Alicia Meyer, County Librarian

5013-53230
Budget Account Number

93.558
Federal Funding CFDA #

EXHIBIT A
NONDISCRIMINATION CLAUSE

The Contractor agrees to 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; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; 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 35], 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 age, sex, color disability, national origin, race, marital status, religion or political affiliation 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 financial assistance; and HERREBY GIVES 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 HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CTCDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Contractor 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 CTCDSS 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, CTCDSS 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 11135-11139.5, 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT B
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.

B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:

i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;

iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or

iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility

C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.

D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.

E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.

F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT C
SCOPE OF WORK

Work Experience
Provide supervised work as a training element for assigned participants who are referred to the site by CalWORKs Employment Services.

Tehama County Library

PURPOSE
The Tehama County Library Work Experience Site is designed to provide CalWORKs participants with a structured, supportive environment where participants can gain practical job skills, build work history, and develop the habits needed for long-term employment. The program combines hands-on work assignments with training in areas such as communication, time management, and workplace expectations. Privacy booths will be made available for job interviews, online skill building, and classes/workshops.

TARGET OUTCOMES
To help individuals increase their employability, transition into unsubsidized employment, and move toward greater financial independence and self-sufficiency.

POPULATION TO BE SERVED
Referred participants will have varying levels of skills, including those who are recently unemployed and have a high level of work experience to those who have little or no work experience, or individuals who have been self-employed. Participants may include felons, individuals with barriers to employment, including mental health, substance use or domestic violence.

CONTRACTOR AGREES TO

1) Tehama County Library shall ensure that there is a reserved conference room for CalWORKs Job Readiness/ Job Search courses "Tehama Works" Fridays from 9 AM - 12 PM.

2) Tehama County Library shall ensure that there is a reserved conference room for the quarterly Administrative Oversight Team meetings from 8:30 AM – 10:30 AM.

3) Tehama County Library will provide the Work Experience Site and shall provide supervised work as a training element for assigned participants who are referred to the site by CalWORKs Employment Services. In addition:

   a) Participants will supplement, but under no circumstances displace regular employees, and a Work Experience training assignment may not be created as a result of, or may not result in, any or the following:

   - The displacement or partial displacement of current employees, which includes but is not limited to, a reduction in regular work hours and overtime, wages, or employment benefits.

   - The filling of positions that would be promotional opportunities for current employees,

unless such promotions are routinely filled through an open process in which recipients are provided an equal opportunity to compete for the job.

- The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.

- The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.

- The filling of a position created by termination, layoff, or reduction in work force, caused by the employer's intent to fill the position with a subsidized position.

- A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

- The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific work site, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.

- The termination of a contract for services, before its expiration date, that displaces or partially displaces workers performing contracted services and which is caused by the employer's intent to fill the vacancy with a subsidized welfare-to-work participant.

- The denial to a participant or employee of protections provided other workers on the work site under state and federal workplace health, safety, and representation laws.

b) The Work Experience Site is not responsible for compensating the participant for work performed.

c) Worker's Compensation coverage shall be provided by arrangement between TCDSS and the State of California. The Work Experience Site shall provide timely notices and reports of work injuries in conformity with state law.

d) The Work Experience Site will provide each participant with an orientation prior to assignment of duties. This orientation includes, but is not limited to, the following:

- Orientation to the Work Experience Site (conditions of work, employer expectation, etc.)

- Safety instructions and equipment necessary for protection against injury and damage, in accordance with OSHA guidelines.

- The same working conditions as current Work Experience Site employees (e.g. coffee breaks, lunch breaks)

e) The Work Experience Site shall provide close supervision and instruction regarding duties and work activities; the Work Experience site is responsible for the actions of participants at the work site and agrees to the following:

- To provide participants with productive work experience and skills training within the guidelines of the job description and the regulations of CalWORKs.

- To permit TCDSS staff to visit work sites for the purpose of monitoring a participant's progress and to inform TCDSS of any proposed changes to the participant's program.

- To provide release time upon request of TCDSS for supportive services, counseling, employment interviews, employment-related testing, remediation classes, academic enrichment instruction, and other program-related purposes.

- To notify the appropriate labor union of the use of a CalWORKs recipient assigned to the Work Experience activity in any location or work activity covered by a collective bargaining agreement between the Work Experience Site and a union, and to notify non- union employees of the use of CalWORKs welfare-to-work participants and the availability of the grievance process described in the California Department of Social Services Manual of Policies and Procedures. Non-union employees may be notified through display of a poster, but such poster shall not identify any welfare-to-work participant.

f) Work Experience Site shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and the California Department of Social Services Manual of Policies and Procedures, Division 19, which provide that:

- All applications and records concerning any individual receiving services pursuant to this agreement made or kept by the Work Experience Site shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

- No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.

- No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.

g) Work Experience Site shall defend, hold harmless and indemnify the County of Tehama, its elected officials, officers, employees, agents and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County Counsel and counsel retained by the County, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of the County) being damaged by the negligent acts, willful acts, or errors or omissions of the Work Experience site or any of the Work Experience Site's subcontractors, any person employed under the Work Experience Site, or under any subcontractor, in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the County.

h) Work Experience Site shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

i) Work Experience Site shall comply with all applicable federal, state, county and municipal laws, ordinances, and regulations.

j) Work Experience Site shall obtain and maintain continuously comprehensive general liability insurance and or other insurance necessary to protect the public with limits of liability of not less than $1,000,000.00 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/ completed operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability here applicable. All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall not be reduced or canceled without 30 days written prior-notice certain to the County. The Work Experience Site shall provide the County a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If the Work Experience Site has employees other than the CalWORKs Welfare-to-Work participant(s) provided for herein, he/she shall obtain and maintain continuously workers' compensation insurance to cover such employees and partners.

4) Tehama County Library agrees that either party may terminate this agreement upon thirty (30) days written notice. This contract may be terminated immediately at the discretion of TCDSS if the Community Service/Work Experience Site:

a) Violates the contract between CalWORKs and the participant.

b) Fails to meet the provisions of the agreement.

In the event federal, state, or county funding for Work Experience ceases, this contract is terminated immediately.

CONTRACTOR REPORTING REQUIREMENTS

Report the participant's attendance and other such information on performance as may be requested by TCDSS in a timely manner and the site understands that no participant shall be required to work more than the assigned hours of work per week. The duration of the assignment will not exceed twelve (12) months.

COUNTY AGREES TO

1) Provide assistance to Site supervisors and conduct Work Site surveys to insure compliance with the Work Experience program.

2) Refer participants whose qualifications most closely meet the requirements of the Work Site, subject to participant availability.

3) The County of Tehama shall defend, hold harmless and indemnify the Work Experience Site, its officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of the Work Experience Site) being damaged by the negligent acts, willful acts, or errors or omissions of the County or any of the County's subcontractors, any person employed under the County, or under any subcontractor, in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the Work Experience Site.

EXHIBIT D
BUDGET

EXHIBIT D			
BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date:	
		Budget End Date:	
CONTRACTOR NAME AND ADDRESS	**PURPOSE/TITLE OF CONTI**		
Tehama County Library	**PROGRAM & FISCAL CONT**		
545 Diamond Avenue	Name: Alicia Meyer		
Red Bluff, CA 96080	Telephone: 530-527-0604		
	Email: countylibrarian@tehamacountylibrary.org		

BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.			**TOTAL CONTRACT BUDGET**
DIRECT SALARIES	Annual Salary	FTE (% of time)	
Librarian II -- leads WEX volunteer work and training	$ 64,729.60	6%	$ 3,911.35
			$ -
			$ -
			$ -
DIRECT BENEFITS/FRINGE			
Librarian II -- benefit rate 53.4% of salary			$ 2,088.65
			$ -
			$ -
			$ -
DIRECT SALARIES & BENEFITS TOTAL			**$ 6,000.00**
DIRECT COSTS	Quantity	Cost	
Privacy booths (ADA compliant) to be placed in Red Bluff and Corn	2	$ 22,000.00	$ 44,000.00
libraries for community members to use for job interviews, online			$ -
skill-building classes/workshops, telehealth appointments, etc.			$ -
(Includes freight, assembly, and sales tax)			$ -
			$ -
DIRECT COSTS TOTAL			**$ 44,000.00**
INDIRECT SALARIES	Annual Salary	FTE (% of time)	
			$ -
			$ -
			$ -
INDIRECT BENEFITS/FRINGE			
			$ -
			$ -
			$ -
INDIRECT SALARIES & BENEFITS TOTAL			**$ -**
INDIRECT COSTS	Quantity	Cost	
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
INDIRECT COSTS TOTAL			**$ -**
TOTAL BUDGET			**$ 50,000.00**
Is contractor for-profit?		Yes, enter amount of profit:	$ -

EXHIBIT E
SAMPLE INVOICE

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).			
CONTRACTOR NAME AND ADDRESS	INVOICE #:		FOR MONTH(S)/YEAR:	
0				
0	CONTRACT #:		PURPOSE/TITLE OF CONTRACT	
0			0	

BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)
DIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
DIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
DIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT SALARIES				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT BENEFITS/FRINGE				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT SALARIES & BENEFITS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
INDIRECT COSTS				
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
0	$ -			$ -
INDIRECT COSTS TOTAL	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL INVOICE		**$ -**		
TOTAL CONTRACT	$ -		$ -	$ -

E-Contract Review
Approval as to Form

Department Name: Social Services/TC Library

Vendor Name: CalWORKs Employment Services

Contract Description: For the purpose of providing supervised work experience and confidential work space for training of participants who are referred to the site by CalWORKs Employment Services.

APPROVED AS TO FORM:



Date: 06/04/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1051 **Agenda Date:** 6/16/2026 **Agenda #:** 43.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-67 - From Public Safety (106-301900) to Contingency (2002-59000), $5,820.77; and from Contingency (2002-59000) to Special Department Equipment (2072-57608), $5,820.77 **(Requires a 4/5's vote)**

b) TRANSFER OF FUNDS: B-68 - From Maintenance of Equipment (2072-53170), $2,164.49; Professional/Special Services (2072-53230), $4,000.00; Burial Expense (2072-532302), $1,680.00; Special Department Expense (2072-53280), $13,071.00; Employee Travel/Training (2072-53290) $5,000.00; to Special Department Equipment (2072-57608), $25,915.49 **(Requires a 4/5's vote)**

Financial Impact:
A portion of the funds are being transferred from the PG&E Settlement funds to the Coroner Budget for the purchase of a third gurney. The additional funds have been budgeted in the FY 2025/26 budget, with no additional impact on the General Fund.

Background Information:
Fire mitigation and public safety planning extend beyond suppression and prevention efforts and include preparedness for emergency response, fatality recovery, and post-incident investigation. In the event of structure fires, wildfires, vehicle fires, or other catastrophic incidents, coroners and medical personnel rely on specialized transport equipment, including gurneys, to safely recover and transport victims from hazardous environments. These operations are conducted in coordination with fire departments, law enforcement, emergency medical services, and fire investigators to preserve evidence, maintain responder safety, and ensure dignified handling of remains during high-risk incidents. Proper equipment and preparedness are especially important in rural and wildfire-prone regions where emergency resources may be limited, and incidents may involve difficult terrain, prolonged response times, or mass-casualty conditions.

Stryker is a global leader in medical technologies, and they provide quality, innovative products. These funds will be used to outfit the third coroner truck with its gurney lift. This item will be used to assist the coroners in daily duties and responsibilities, while significantly increasing staff safety.

The purchase of the gurney lift will greatly increase the staff safety standards and decrease the chance of potential work compensation claims while the coroners are moving decedents. The gurney includes features such as an equipment hook to prevent movement during transport, x-restraints to keep the decedent in place, adjustable height and a transport handle so the coroner can adjust the height as needed and is not having to lift more than necessary.

The coroner's current vehicles are outfitted with these same Stryker products and have proven successful at completing tasks efficiently and safely.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-67

DEPARTMENT NAME PG&E/Coroner

Date: 5/12/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [X] **"Previous Year Revenue"** [ ] **"New Revenue"**

Funding Source PG&E Settlement funds held in account 106-301167 for a portion of the purchase of a third gurney for the Coroners.

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
106	301900	Public Safety	$ 5,820.77	2002	59000	Contingency	$ 5,820.77
2002	59000	Contingency	$ 5,820.77	2072	57608	Special Dept Equipment	$ 5,820.77
		Total Journal	**$ 11,641.54**			Total Journal	**$ 11,641.54**

TRANSFER APPROVED

5.12.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 5/12/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

967

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Audtior Number: B-68

DEPARTMENT NAME: Coroner

Date: 5/12/2026

Due to a budget deficiency, or unanticipated expense, I am requesting a transfer, or an additional appropriation as listed below. Requesting additional appropriations for the purchase of a third gurney which will lock into existing power load system.

FROM				***TO***			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101-2072	53170	Maintenance of Equipment	$ 2,164.49	101-2072	57608	Special Dept Equipment	$ 25,915.49
101-2072	53230	Professional/Spec Services	$ 4,000.00				
101-2072	532302	Burial Expense	$ 1,680.00				
101-2072	53280	Special Dept Expense	$ 13,071.00				
101-2072	53290	Employee Travel/Training	$ 5,000.00				
		Reference Only	$ 25,915.49			Reference Only	$ 25,915.49

TRANSFER APPROVED

Ana Zamacona 5/12/2026

AUDITOR

5.12.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS

A-118 (4/03) wyp

896

Tehama County

Agenda Request Form

File #: 26-1052 **Agenda Date:** 6/16/2026 **Agenda #:** 44.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-69 - From Federal Asset Seizure (2027-471121) to Contingency (2002-59000), $1,335.82; and from Contingency (2002-59000) to Special Department Expense (2027-53280), $1,355.82 **(Requires a 4/5's vote)**
Financial Impact:
There is no financial impact on the General Fund. The funds will come from the Federal Asset Seizure fund.

Background Information:
Federal Asset Seizure funds will be utilized to offset interdiction equipment expenses for patrol deputies. Law enforcement interdiction equipment plays a critical role in supporting deputy safety, criminal enforcement operations, and the protection of the public. Interdiction efforts commonly involve the detection and disruption of illegal narcotics trafficking, weapons transport, human trafficking, stolen property movement, and other criminal activities occurring along highways, rural corridors, and within local communities. To effectively carry out these responsibilities, deputies rely on specialized equipment to enhance operational efficiency while reducing risk to officers and the public. In rural and geographically large jurisdictions, properly equipped deputies are essential to maintaining timely response capabilities and addressing increasingly sophisticated criminal activity.

In addition to supporting enforcement operations, interdiction equipment contributes to broader public safety and emergency preparedness objectives. Modern interdiction tools improve deputies' ability to identify impaired drivers, intercept illegal drugs such as fentanyl and methamphetamine before they reach local communities and safely manage high-risk encounters and investigations. These resources also support interagency coordination with regional task forces, state agencies, and emergency response personnel during critical incidents. Investment in updated interdiction equipment helps ensure deputies can operate safely, preserve evidence effectively, and respond to evolving threats while maintaining compliance with professional standards, training requirements, and community safety priorities.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-69

DEPARTMENT NAME Sheriff

Date: 5/12/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source Federal Asset Seizure monies held in 487 to cover interdiction equipment expense for patrol deputies.

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2027	471121	Federal Asset Seizure	$ 1,335.82	2002	59000	Contingency	$ 1,335.82
2002	59000	Contingency	$ 1,335.82	2027	53280	Special Dept Expense	$ 1,335.82
		Total Journal	**$ 2,671.64**			Total Journal	**$ 2,671.64**

TRANSFER APPROVED

5.12.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 5/12/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

970

A-117

Tehama County

Agenda Request Form

File #: 26-1053 **Agenda Date:** 6/16/2026 **Agenda #:** 45.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF / AVIATION, B-75 - From Federal Asset Seizure (2027-471121) to Contingency (2002-59000), $73,386.13; and from Contingency (2002-59000) to Professional/Special Services (2027-53230), $23,386.13; Transportation Expense (2027-53291), $50,000 **(Requires a 4/5's vote)**

Financial Impact:
There is no financial impact on the FY 2025/26 General Fund. The revenue source will come from the Federal Asset Seizure fund.

Background Information:
Federal Asset Seizure funds will be utilized to offset expenses related to the Aviation Program, including maintenance and fuel. These expenses were incurred throughout fiscal year 2025/2026.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-75

DEPARTMENT NAME Sheriff-Aviation

Date: 05/20/2026

I am requesting an increase to my budget appropriates as listed below:

Check one [ ] **"Previous Year Revenue"** [X] **"New Revenue"**

Funding Source Federal Asset Seizure monies held in 487-301900to cover maintenance and fuel costs for the aviation program.
(Aviation Reimbursement)

****Note* ***General Fund and Public Safety "MUST" use Contingency when increasing budget***

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2027	471121	Federal Asset Seizure	$ 73,386.13	2002	59000	Contingency	$ 73,386.13
2002	59000	Contingency	$ 73,386.13	2027	53230	Professional/Special Services	$ 23,386.13
				2027	53291	Transportation Expense	$ 50,000.00
		Project No: 120				**Project No: 120**	
		Total Journal	**$ 146,772.26**			Total Journal	**$ 146,772.26**

TRANSFER APPROVED

5.19.2026
SIGNATURE OF REQUESTING OFFICIAL DATE

SANDRA PALMER 05/20/2026
AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

972

Tehama County

Agenda Request Form

File #: 26-0949 **Agenda Date:** 6/16/2026 **Agenda #:** 46.

ADMINISTRATION / SHERIFF'S OFFICE MORGUE HVAC UPGRADE PROJECT - Administrative Services Director Tom Provine

Requested Action(s)
a) Consider adoption of a finding that the Morgue HVAC Upgrade Project is categorically exempt from review under the California Environmental Quality Act, (CEQA) (Class 1 Categorical Exemption) and direct the Chief Administrator to file the Notice of Exemption

b) Request approval of the plans and specifications for the Morgue HVAC Upgrade Project

c) Request authorization for Administration to advertise for bids on the project, with the bid opening to be held at 3:00 p.m. on July 9, 2026, in the Administrative Office, 727 Oak Street, Room #202, Red Bluff, California

Financial Impact:
The anticipated costs for this project are included in the Accumulated Capital Outlay budget, 1081-57515.

Background Information:
This project is to upgrade the morgue HVAC system at the Tehama County Sheriff's Office. This project will provide new ventilation system for the morgue at the Sheriff's Office that includes a 100% outdoor air system for makeup air. An existing exhaust system will remain in operation and be rebalanced to achieve pressure relationships. It will also include new room pressure monitoring controls.

NOTICE OF EXEMPTION ***Supplementary Document Q***

To: Office of Planning and Research
1400 Tenth St., Rm. 12
Sacramento, CA 95814

County Clerk of the County of Tehama

From: TEHAMA COUNTY
BOARD OF SUPERVISORS
727 OAK STREET
RED BLUFF, CA 96080

PROJECT TITLE: Morgue HVAC Upgrade Project

PROJECT LOCATION(S) - SPECIFIC: 22840 Antelope Blvd, Red Bluff, CA 96080.

PROJECT LOCATION - CITY: Red Bluff, California **PROJECT LOCATION - COUNTY**: TEHAMA

DESCRIPTION OF PROJECT: The project consists of upgrades to the HVAC system in the Sheriff's Office.

NAME OF PUBLIC AGENCY APPROVING PROJECT: TEHAMA COUNTY BOARD OF SUPERVISORS

NAME OF PERSON OR AGENCY CARRYING OUT PROJECT: Tehama County Administration.

EXEMPT STATUS: *(check one)*

__ Ministerial (Sec. 21080(b)(1)l 15268);
__ Declared Emergency (Sec. 21080(b)(3)l 15269(a);
__ Emergency Project (Sec. 21080(b)(4)l 15269(b)(c);
X Categorical Exemption. State type and section number: 15301. Class 1
__ Statutory Exemptions. State code number:

REASONS WHY PROJECT IS EXEMPT: The project is for minor alterations of an existing public facility.

LEAD AGENCY
CONTACT PERSON: Tom Provine, Administrative Services Director **AREA CODE/TELE/EXT** (530) 527-4655 ext 3027.

Signature:_____ **Date:**_____ **Title:** Chief Administrator

x Signed by Lead Agency
__ Signed by Applicant

Date received for filing at OPR:

BID PACKET
COUNTY OF TEHAMA

MORGUE HVAC UPGRADE PROJECT

BIDS DUE ON OR BEFORE:

3:00 P.M.
Thursday, July 9, 2026

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Board of Supervisors
COUNTY OF TEHAMA

Gabriel Hydrick
Chief Administrator

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones



NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of Tehama, will receive bids for the **"MORGUE HVAC UPGRADE PROJECT".**

Bids shall be submitted on forms included in the Bid Packet. Copies of the Bid Packet and the drawings may be obtained from Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080, (530) 527-4655, Attn: Tom Provine.

Copies are on file and open to public inspection at Tehama County Administration at the above address. Bid documents can also be examined at area Builders Exchanges and on the County website at www.tehama.gov under "Bidding Opportunities".

Bids must be received at Tehama County Administration, 727 Oak Street, Room #202, Red Bluff, CA 96080 not later than **3:00 P.M. on July 9, 2026**, at which time the Project Coordinator will open said bids. Bids shall be submitted in sealed envelopes and marked in the upper left hand corner, "MORGUE HVAC UPGRADE PROJECT," together with the name and address of the bidder. The bids will be opened and read publicly and bidders or their agents are invited to be present.

There will be a mandatory pre-bid walk-thru on Thursday, June 25, 2026 at 8:30 a.m., on site, at 22840 Antelope Blvd, Red Bluff, California.

Pursuant to Section 1770 and following of the Labor Code, the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions or wage rates pertaining to the general prevailing wage should be directed to the Division of Labor Statistics and Research, P.O. Box 420603, San Francisco, CA 94142-0603 or http://www.dir.ca.gov/DLSR/PWD/TEH.xls

Bid bond, labor and material bond and performance bonds are required. The County reserves the right to reject any and all bids and waive any informalities or irregularities in the bidding. Each bidder must be appropriately licensed in the State of California and registered with the Department of Industrial Relations for this project as required by law.

ADMINISTRATIVE SERVICES DIRECTOR,
TOM PROVINE

By Tom Provine

Publish in the Red Bluff Daily News on June 26, 2026, and July 3, 2026. Send proof of publication and invoice to: Tehama County Administration, 727 Oak Street, Red Bluff, CA 96080. Prior to publication, please fax proof to 527-3764, Attn: Arminda Searcy

PROJECT DESCRIPTION
MORGUE HVAC UPGRADE PROJECT

All labor and material required to upgrade the morgue HVAC located at the Tehama County Sheriff's Office, 22840 Antelope Blvd, Red Bluff, CA 96080. The scope of work for this project includes new ventilation systems for the morgue at the Tehama County Sheriff's Office. The project includes a 100% outdoor air system for makeup air. An existing exhaust system will remain in operation and be rebalanced to achieve pressure relationships. The project includes new room pressure monitoring controls.

This is only a summary. See entire project documents for full scope of the project.

BIDDING REQUIREMENT SUMMARY

1. PROJECT TITLE:	Morgue HVAC Upgrade Project
2. PROJECT LOCATION:	22840 Antelope Blvd Red Bluff, CA 96080
3. BID OPENING DATE:	July 9, 2026, at 3:00 p.m.
4. BID PLACE:	Tehama County Administration 727 Oak Street, Room #202 Red Bluff, CA 96080
5. MANDATORY PRE BID MEETING:	None
6. BID SECURITY:	10% of maximum amount of bid
7. CONSTRUCTION TIME PERIOD:	10 Working days
8. LICENSE REQUIREMENTS:	Class B or C-20
9. LIQUIDATED DAMAGES:	$250 per day
10. LABOR AND MATERIALS PAYMENT BOND:	No
11. PERFORMANCE BOND:	100% of the total bid
12. PREVAILING WAGE RATES:	Yes
13. BID VALID FOR:	60 Days
14. ESTIMATE OF CONSTRUCTION COSTS:	$180,000

15. BUILDERS EXCHANGES ISSUED CONSTRUCTION DOCUMENTS:

Shasta Builders Exchange
5800 Airport Road
Redding, CA 96002
(530) 221-5556
(530) 221-2140 FAX

Valley Contractors Exchange
951 East 8th Street
Chico, CA 95928
(530) 343-1981
(530) 343-3503 FAX

Sacramento Builders Exchange
1331 T Street
Sacramento, CA 95814
(916) 442-8991
(916) 446-3117 FAX

Reed Construction Data
leah.dearce@cmdgroup.com
(770) 209-3396
(678) 680-0698

INSTRUCTIONS TO BIDDERS
COUNTY OF TEHAMA

Bid Proposal

Each bid shall be made on the proposal form furnished by the County, and shall be in accordance with the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and shall be accompanied by a certified check, cashier's check or original bidders bond, payable to the County, for a sum of not less than ten (10%) percent of the amount of the bid, as a guarantee that the bidder will enter into the Contract for the work, the full amount of such guarantee to be forfeited to the County should said bidder fail to enter into said Contract. The successful bidder shall be required to furnish a Faithful Performance Bond for the amount of not less than one hundred percent (100%) of the contract price, and a Labor and Materials Bond for the amount of not less than one hundred percent (100%) of the contract price; said bonds to be secured from a surety company authorized to do business in the State of California.

The proposal shall be made on the form bound herein. The bid shall be enclosed in a sealed opaque envelope bearing the name of the bidder and name of project. The proposal shall be delivered by the time and to the place stipulated in the Notice To Contractors. It is the bidder's sole responsibility to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Prior to the time fixed for bid opening the proposal may be withdrawn by the bidder by means of a written request, signed by the bidder or his properly authorized representative. Such written request must be delivered to the place stipulated in the Notice To Contractors for receipt of proposals.

The proposals will be publicly opened and read at the time and place stipulated in the Notice To Contractors.

Unauthorized conditions, limitations, or provisions attached to a proposal will render it informal and may cause its rejection. The completed proposal forms shall be without interlineation, alterations, or erasures. Alternative proposals will not be considered unless called for. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

All items on the bid form shall be filled out; numbers shall be filled out; numbers shall be stated both in writing and in figures; words shall be given priority over figures and the signatures of all individuals shall be in longhand. In the event there is more than one (1) bid item in the bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the proposal informal and may cause its rejection. In the event there are unit price bid items in the bidding schedule and the amount indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one (1) bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly.

In case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be forfeited to the County. If the bidder elects to furnish a bid bond as the proposal guarantee, he shall use the bid bond form bound herein.

Before submitting a proposal, the bidder shall carefully examine the Drawings, Specifications, any Addenda issued prior to bid opening, and all other Contract Documents; and he shall visit the site of the Work. It will be assumed that the bidder is familiar with existing site conditions and that he has a clear understanding of the requirements of the Contract regarding the furnishing of materials and performance of work. Should a bidder find discrepancies in, or omissions from, the Drawings, Specifications, or Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Tehama County Administration, who will send written instructions or clarifications to all bidders. The County will not be responsible for any oral instructions.

Every bidder shall, in his bid, set forth the name and location of business of each subcontractor who will perform work, labor or service to the bidder in excess of one-half of one percent (1/2%) of the bidder's total bid. If the bidder fails to specify a subcontractor as stated above, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the County, substitute any person or firm as subcontractor in place of the subcontractor designated in the original bid.

Every bidder shall submit a completed Non-Collusion Affidavit with the bid.

Bid Review

No bid proposal shall be considered as low bidder or apparent low bidder until after all bids have been analyzed by the County. If required by the County, the bidders shall submit any information requested to evaluate the bids, including subcontractors` written bids, bonds, cost breakdowns, financial status, work experience and status of license.

Bid Selection

Contract for work will be executed with a contractor who is licensed in accordance with applicable state law.

A bidder may be relieved of his bid, and his bid security returned, by action of the Board of Supervisors provided he has given the County written notice within five (5) days after the opening of bids of a mistake, or other cause for the request, and specifying in detail the reason for the request.

More than one (1) proposal from an individual, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one (1) proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

Upon request, the County will return all proposal guarantees to their respective bidder within ten (10) days after award of the Contract, except those accompanying proposals submitted by the three (3) lowest responsible bidders.

Bid Award

Award of a Contract, if awarded, will be made to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Any such award will be made within sixty (60) calendar days after opening of the proposals. The County reserves the right to reject any or all bids, to waive any informality or irregularity in a bid, and to make award in the interests of the County.

The bidder to whom award is made shall execute a written Contract with the County on the form of agreement provided, and shall secure all insurance and bonds required by the Specifications.

Failure or refusal to enter into a contract within ten (10) days as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the Contact, the County may award the Contract to the second lowest responsible bidder. If the second bidder refuses or fails to execute the Contract, the County may award the Contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the Contract, such bidder's guarantees shall be likewise forfeited to the County.

Addenda

Any Addenda issued during the time of bidding, or forming a part of the Documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the Contract. Receipt of all addenda shall be acknowledged on the proposal form in the space provided therefore.

Time of Completion and Liquidated Damages

The contractor shall commence work within ten (10) working days from the date of a written "Notice to Proceed" issued by the County and shall diligently prosecute same to completion before the expiration of ten (10) working days.

It is agreed by the parties to the Contract that in case all the Work called for under the Contract is not completed within the number of days specified, damage will be sustained by the County of Tehama; and that it will be impractical to ascertain actual damages and it is therefore agreed the Contractor will pay to the County the sum set forth herein per day for each working day delay in completing the Work in excess of the number of days prescribed; and the Contractor agrees to pay said liquidated damages and agrees that the County may deduct the amount thereof from money due or that may become due to the Contractor under the Contract.

The Contractor shall pay to the County of Tehama the sum of two hundred fifty dollars ($250.00) for each and every working days delay in finishing the work in excess of the number of days prescribed above.

Form of Agreement

The form of agreement, which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

Wages

The attention of the bidder is called to the fact that the schedule of prevailing rates of pay for each craft or type of workman needed to execute the Work shall not be less than the minimum rates of pay as established in pursuance of the provisions of Section 1773 of the Labor Code of the State of California, which Code requires the establishing of such rates for the locality. The Code reads: "Nothing shall prohibit the payment of more than the general prevailing rate of wages to any workman employed on public work".

A copy of the current prevailing wage rates for this locality is available from the Department of Industrial Relations and the Tehama County Department of Public Works.

All bidders shall check the available source of labor supply and obtain information with reference to the working days of various crafts and the rates of wages being paid in the immediate vicinity of the place where the Work contemplated by these Specifications is to be performed.

It is intended that prevailing rates of wages and working hours shall be in accordance with those established by jurisdictional authorities of the vicinity in which the Work is to be performed. If rates established are in excess of those prevailing, the prevailing rates shall govern, but in no instance shall the County be held responsible for rates of wages paid which are below those prevailing.

Withheld Contract Funds/Substitution of Securities

The successful bidder shall be permitted to substitute securities for any moneys withheld by the County to ensure performance under the executed Contract. At the request and expense of the successful bidder, securities equivalent to the amount to be withheld shall be deposited with the County, or with a state or federally chartered bank in California as escrow agent, to ensure performance under the Contract. Upon satisfactory completion of the Contract, unused securities shall be returned to the Contractor.

Alternately, on written request of the successful bidder, the County shall make payments of the retention earnings directly to an escrow agent at the expense of the successful bidder. The successful bidder, at his expense, may direct the investment of the payments into securities and the successful bidder shall receive the interest earned on the investments on the same terms provided for securities deposited by contract. Upon satisfactory completion of the Contract, the successful bidder shall receive from the escrow agent all unused securities, interest and payments received by the escrow agent from the County.

Securities eligible for deposit shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the successful bidder and the County. The successful bidder shall be the beneficial owner of any securities substituted for moneys to be withheld, and shall receive any interest accrued upon the unused amount.

If security is deposited with a state or federally chartered bank as Escrow Agent, it is agreed that the successful bidder and the County will enter into an escrow agreement

with the Escrow Agency in form substantially similar to that which is on file with the County and available for review.

Debarment Policy

It shall be the policy of the Tehama County Board of Supervisors to prohibit any party or entity listed in the Excluded Parties System (EPLS), maintained by the General Services Agency of the United States Government, from participating in any contract, agreement, or other business relationship with Tehama County.

Non-resident Contractor

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident, independent contractor in excess of $1,500 for services rendered, 7.5% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. A corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in the State of California. Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

Public Works Contractor Registration Program

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

License

The Contractor and all subcontractors must be licensed under the laws of the State of California at the time this Contract is awarded, and for its full duration. The Contractor shall possess a class B or C-20 License.

PROPOSAL BID FORMS

COUNTY OF TEHAMA

Board of Supervisors
County of Tehama
Red Bluff, CA

Board Members:

The undersigned bidder, _____
in accordance with the Notice to Contractors, hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents for the:

MORGUE HVAC UPGRADE PROJECT

including, but not limited to, furnishing all required labor, materials, taxes, permits, insurance, bonds, transportation, scaffolding, equipment, facilities, utilities, and incidentals.

If awarded the Contract, the undersigned hereby agrees that within ten (10) working days after receipt of the Contract from the County, he will sign the Contract in the required form, of which the Notice to Contractors, Instructions to Bidders, Proposal, Bid Forms, Bonds, General and Supplementary Conditions, Drawings, Specifications, and all Addenda issued prior to the opening of bids, are a part.

The undersigned agrees to complete all work required under the Contract within 10 working days and accept in full payment the price named in the Bid Proposal, which is bound herein and made a part of this proposal.

The undersigned declares that he has carefully checked all of the figures submitted on the Bid Forms and understands that the County will not be responsible for errors or omissions on the part of the undersigned in making up this bid.

Bidder hereby certifies that the Bidder has reviewed and understands the insurance coverage requirements and bonding requirements, as specified in the General Conditions, Article 5 – Bonds and Insurance. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for bonding and insurance, including insurance coverage of the subcontractors, and agrees to name the County of Tehama, its elected officials, officers, and employees as additional insured for the work specified. The undersigned agrees to secure the required insurance and bonds and submit them prior to or concurrent with the return of the signed Contract.

Accompanying this proposal is a "Cashier's Check", "Certified Check" or "Bidder's Bond", as the case may be, in an amount equal to at least ten percent (10%) of the total of the bid.

_____ _____
Name (print) Representing (Firm)

_____
Signature

_____ _____
Title Business Address

Taxpayer I.D. No. _____

Contractor's License No._____

Department of Industrial Relations (DIR) Registration No. _____

Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____ Bidder's Initials ____
Addendum No. _____ Bidder's Initials ____
Addendum No. _____ Bidder's Initials ____

PROPOSAL FOR

MORGUE HVAC UPGRADE PROJECT

The undersigned bidder hereby proposes and agrees to furnish any and all services necessary to perform all Work required by the Contract Documents:

Bid:

Furnish all labor, materials, taxes, insurance, bonds, transportation, equipment, facilities, utilities, and incidentals for the "MORGUE HVAC UPGRADE PROJECT" for the sum as listed below.

BID AMOUNT:

_____ dollars
(written numbers)

$_____
(figures)

Bidder_____

Date_____

MORGUE HVAC UPGRADE PROJECT

LIST OF SUBCONTRACTORS

Pursuant to Public Contract Code 4104, the undersigned bidder shall list the name and location of business of each Subcontractor who will perform work, labor or service to the bidder under this Contract in excess of one-half of one percent (1/2%) of the total amount shown in the bid, and shall also list the item or portions of the Work which will be done by such Subcontractor for any item or portion of Work to be performed.

LIST OF SUBCONTRACTORS:

All blanks below must be completed for each subcontractor. Failure to do so may cause your bid to be declared nonresponsive:

Subcontractor

Name:_____

Location of place of business:_____

License No. _____

DIR No. _____

Work to be done:_____

Subcontractor

Name:_____

Location of place of business:_____

License No. _____

DIR No. _____

Work to be done:_____

No Contractor may perform work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

MORGUE HVAC UPGRADE PROJECT

INFORMATION REQUIRED OF BIDDERS

The bidder is required to supply the following information.

1. Firm Name _____

2. Representative _____

3. Title _____

4. Business Address _____

5. Telephone _____ Cell # _____ Fax # _____

6. Email Address _____

7. California Contractors License(s):

   No(s). _____ Type(s) _____

8. California Department of Industrial Relations Registration No. _____

NON-COLLUSION AFFIDAVIT
COUNTY OF TEHAMA

TO BE EXECUTED BY THE BIDDER AND SUBMITTED WITH THE BID

To: County of Tehama
State of California

_____ deposes and says that he or she is _____(title) of _____, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and further, that the bidder has not directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(The above certificate must be signed and filed with the County along with the bid)

Signed_____ Date_____

BIDDER'S BOND
(Public Contract)

KNOW ALL MEN BY THESE PRESENTS: That as Principal _____(herein called "Principal") and as surety _____(hereinafter called "Surety" are held and firmly bound unto the **County** of **Tehama** (herein called the "Obligee"), in the just and full sum of ten percent (10%) of the total amount of the base bid submitted by Principal for the herein described work of improvement, which sum is Dollars ($_____) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our, and each of our, heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, Principal is bidding, or is about to bid, for the following described work of improvement, all in accordance with the Notice to Contractors and the Contract Documents for the project entitled:

"MORGUE HVAC UPGRADE PROJECT"

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT, if Obligee shall make an award to Principal for said work of improvement according to the terms of such bid, and Principal shall duly execute, or cause to be executed, and delivered to Obligee the Contract, bonds, and evidence of insurance coverage as, and within the time, required by the Contract Documents for the above-named project, which Contract Documents are incorporated herein by this reference, then this obligation shall be null and void; OTHERWISE, it shall remain in full force and effect, and if Obligee shall make such an award to Principal and Principal shall fail to execute, or caused to be executed and delivered to Obligee said instruments as required by the Contract Documents, then surety will pay Obligee the full sum of the bond.

No extension of time granted to the Principal and no change or alteration in any of the terms of the bid or bid requirement, whether made after notice or not, shall release or otherwise affect the obligations of Surety hereunder, and Surety waives notice of any such extension, change, or alteration. Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond by Obligee and judgment is recovered by Obligee, court costs, including reasonable attorneys' fees, shall be an additional obligation of this bond for which Principal and Surety shall be liable.
Signed and sealed the _____day of _____, 20__.

_____ _____

_____ _____
PRINCIPAL (Notary Certificate Attached) SURETY (Notary Certificate Attached)

NOTE TO SURETY COMPANY: The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF_____)

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF_____)

On _____, before me, _____, a Notary Public in
Name of Notary Public

and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

AGREEMENT FORM

THIS AGREEMENT, entered into as of _____, 20__, is between the **County of Tehama**, a public entity, organized and existing pursuant to the laws of the State of California (hereinafter called the "COUNTY") and _____**,** (hereinafter called the "Contractor"),

WHEREAS, the Contractor has been awarded the contract for the work hereafter mentioned:

"MORGUE HVAC UPGRADE PROJECT"

WITNESSETH:

That the parties hereto mutually agree to the terms and conditions hereinafter set forth.

I. CONTRACT DOCUMENTS

The Items hereinafter enumerated as the Contract Documents shall form a part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. Work called for in any one Contract Document and not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents, the table of contents, titles, and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

The "Contract Documents", sometimes also referred to as the Contract, consist of the completed Form of Proposal submitted by the Contractor to whom the Contract is awarded, the Instructions to Bidders insofar as they relate to events which will occur or actions to be taken after the submission of the Proposal, this Agreement to which the General Conditions are attached, the General Requirements, the Supplementary Conditions, the Drawings and Specifications and any modifications of any of the foregoing in the form of addenda or otherwise effected in accordance with the terms of the Contract.

The sections of the COUNTY's Specifications and the titles of the Drawings, with their assigned numbers and their date of issue, are listed in the Contract Documents.

II. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the General Conditions shall have the same meaning and intent in this Agreement.

III. SCOPE OF THE CONTRACT

The Contractor shall perform, within the time stipulated, the Contract as herein defined, and shall furnish all labor, tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good workmanlike manner to the satisfaction of the COUNTY, all the work called for, and in the manner designated in,

and in strict conformity with, the Contract Documents entitled: “Morgue HVAC Upgrade Project.”

IV. CONTRACT PRICE

The COUNTY agrees to pay and the Contractor agrees to accept, in full payment for the work included in the Bid the total sum of:

_____ **($_____).**
(spell out)

V. CONTRACT TIME, COMPLETION, AND CHANGES

A. Notice to Proceed

Within 60 days of the opening of bids the successful low bidder will be authorized by written notice to proceed with the work. The bidder shall have no claim against the COUNTY, or its officers, employees, agents, consultants, project manager or architect because of failure to issue the Notice to Proceed.

B. Commencement and Prosecution of Work

The Contractor shall commence the work on or before 10 days from and after the date specified in the written "Notice to Proceed," and will diligently prosecute the work to final completion. Said Notice to Proceed shall be issued following execution of the Agreement, the filing by the Contractor of the required bonds and proof of insurance. The continuous prosecution of work by the Contractor shall be subject only to delays as defined in this section of this Agreement.

C. Time of Completion

The entire work shall be brought to substantial completion in the manner provided for in the Contract Documents in a period of 30 calendar days from and after the date assigned in the Notice to Proceed. The date, 30 calendar days from and after the date of the Notice to Proceed shall be hereinafter called the "Estimated Completion Date" unless extensions of time are granted in accordance with the Contract Documents for Category A or B Delays as defined in this section of this Agreement. Failure to substantially complete the work within the above times and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages as hereinafter stipulated in this Agreement. Time is and shall be of the essence in these Contract Documents.

D. Changes in the Work

Changes in the work made and extensions of time of completion made necessary by reason thereof shall not in any way release any guarantee given by the Contractor pursuant to the provision of the Contract Documents, or the contract let hereunder, nor shall such changes in the work relieve or release the Sureties on bonds executed pursuant to the said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the work and to any extension of time made by reason thereof. The COUNTY agrees that no changes in the

work shall be ordered which will necessitate an extension of the substantial completion time beyond the fixed completion date.

E. Extensions of Time

In the event it is deemed necessary by the COUNTY to extend the time of substantial completion of the work to be done under this contract beyond any required dates of completion herein specified, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provisions. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any Extension of Time shall be limited to the period of the delay-giving rise to the same as determined by the COUNTY.

F. Prevailing Wages

Pursuant to Section 1770 et seq. of the Labor Code the Contractor for the work will be required to pay, at least, the general prevailing wage rates as determined by the Director of the Department of Industrial Relations of the State of California. Questions pertaining to the general prevailing wage rates should be directed to the Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, Ph. (415) 703-4774.

G. Category A Delays

For the purpose of these Contract Documents, the term "Category A Delays" shall mean, and is limited to, delays caused directly by acts of God; acts of the public enemy; fire, riots, insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; acts of a governmental agency; priorities or privileges established for the manufacture, assembly or allotment of materials necessary in the construction of the work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the work ordered by the COUNTY insofar as they necessarily require additional time in which to substantially complete the work; the prevention by the COUNTY of the Contractor from commencing or prosecuting the work because of the acts of others, excepting the Contractor's subcontractors; or the prevention of the Contractor from commencing or prosecuting the work because of a city-wide failure of public utility service.

Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The COUNTY may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a "Category A Delay".

The term "Category A Delay" shall specifically not include (i) any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor; (ii) any delay in the prosecution of parts of the work, which may in itself be unavoidable but which does not necessarily prevent or delay the prosecution of other parts of the work, nor substantial completion of the whole work

within the time specified; (iii) any reasonable delay resulting from time required by the COUNTY for review of plans submitted by the Contractor and for the making of surveys, measurements and inspection; and (iv) any delay arising from an interruption in the prosecution of the work on account of the reasonable interference from other contractors employed by the COUNTY which does not necessarily prevent the completion of the whole work within the time specified.

H. Category B Delays

For the purposes of these Contract Documents, the term "Category B Delays" shall mean delays caused directly by loss or damage to the project caused by the perils covered by the Builder's Risk insurance provided for by the Agreement or by any war declared by an enactment of the Congress of the United States of America.

VI LIQUIDATED DAMAGES

The provisions for Liquidated Damages appearing in the General Conditions, Article 12, are incorporated by reference as if fully set forth herein. Liquidated damages of $250.00 per day will be charged the Contractor for each day of delay beyond the substantial completion date.

VII NOTICE OF DELAY

The Contractor shall promptly notify the COUNTY in writing of any anticipated delay in the prosecution of the work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension of contract time only if it is in compliance with the provisions of Article 12. Failure by the Contractor to make a timely request will result in a waiver of the right to such extension. Contractor shall take notice of General Conditions, Article 12, affecting the time period in which to claim an extension of the contract time for physical conditions and limitations set forth in the General Conditions, Article 12. The COUNTY may take steps to prevent the occurrence of continuance of the delay and/or may determine to what extent the completion of the work is delayed thereby.

VIII NO WAIVER OF RIGHTS

Neither the inspection by the COUNTY or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the COUNTY, nor any extensions of time, nor any position taken by the COUNTY or its agents shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the COUNTY or any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative, that is in addition to each and every other remedy herein provided; and the COUNTY shall have any and all equitable and legal remedies which it would in any case have.

IX AGREEMENT CONTROLS

In the event of a conflict between the Contract Documents, the conflict shall be resolved by giving precedence in the following order: (1) This Agreement Form; (2) the

General Conditions and General Requirements; (3) the Supplementary Conditions; (4) the Notice to Contractors; (5) the Instructions to Bidders; (6) the Technical Specifications text; (7) the Drawings (Plans).

CERTIFICATION

COUNTY:

BY: _____ DATED_____
CHAIR, TEHAMA COUNTY
BOARD OF SUPERVISORS

CONTRACTOR

BY: _____ DATED_____
Contractor

Approved as to form:

_____
County Counsel

DRAFT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That, WHEREAS, the COUNTY OF TEHAMA (hereinafter called "County"), has conditionally awarded to (here insert full name and address or legal title of Contractor)

_____
_____
_____

As Principal (hereinafter called "Contractor") a Contract for the "Morgue HVAC Upgrade Project", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by the County of Tehama, at 727 Oak Street, Red Bluff, CA 96080 which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond for the Faithful Performance of said Contract,

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

_____
_____
_____

as Surety (hereinafter called "Surety") are held and firmly bound unto County of Tehama, California (hereinafter called "County") in the sum of _____ Dollars ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, unless the above bounden Contractor, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and will and truly keep and perform the covenants, conditions and agreements in additions or alterations thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless County, Architect and their employees and their consultants, and their agents, as therein stipulated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Contractor agrees not to assign this Contract except upon the written consent and approval of the County or their successor and assigns.

And Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, that the Surety is an "Admitted surety" as that term is, or may be, defined by California statute, regulation or the Department of Insurance.

IN WITNESS THEREOF, the above bounden parties have executed this instrument under their several seals this _____day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representatives, pursuant to its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____.

_____
Print name of Contractor

By_____
Signature

_____
Title of Signer

_____
Surety Name

By_____
Attorney-in-Fact
(Acknowledgment by Notary Public required)

_____
Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____))

On _____, before me, _____, a
Name of Notary Public

Notary Public in and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Notary Public

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY of TEHAMA has awarded to (here insert the full name and address or legal title of Contractor)

_____
_____
_____

hereinafter called "Contractor") a Contract for "Morgue HVAC Upgrade Project", in the said Tehama County, in accordance with and consisting in part of plans and specifications prepared by the County of Tehama, at 727 Oak Street, Red Bluff, CA 96080, which Contract also consists of all other parts of the Contract Documents for said project, which Contract is made a part hereof by reference, and is hereinafter referred to as the Contract, and WHEREAS said Contractor is required under the terms of said Contract to furnish a bond in connection with said contract, providing that if said Contractor, or any of his subcontractors, shall fail to pay for any materials, provisions, pro vendor or other supplies, or equipment used, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, then the Surety on this Bond will pay for the same in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney's fee to be fixed by the Court.

NOW, THEREFORE, we the Contractor and (here insert full name and address or legal title of Surety)

_____
_____
_____

as Surety (hereinafter called "Surety") are held and firmly bound unto the County of Tehama, California (hereinafter called "County") in the sum of _____Dollars ($_____), in lawful money of the United States, for the payment of which sum, well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his heirs, executors, administrators, successors or assigns, or his subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or equipment used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or shall fail to pay any other amount due to any person named in Section 9100 of the Civil Code, or shall fail to pay any amounts due under the Unemployment Insurance Act with respect to such work or labor performed by any such person, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his/her subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor, then the Surety on this Bond will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court.

This Bond shall insure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Section 9100 of the Civil Code of the State of California, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to them, or their assigns, if any suit is brought upon this Bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be

performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

SIGNED AND SEALED THIS _____ day of _____, 20_____

_____
Print name of Contractor

By_____
Signature

_____
Title of Signer

_____
Surety Name

By_____
Attorney-in-Fact
(Acknowledgment by Notary Public required)

_____
Title

(SURETY SEAL)

NOTE TO SURETY COMPANY:

The following form of acknowledgment shall be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact for each bond issued.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF TEHAMA))

On _____, before me, _____, a
Name of Notary Public

Notary Public in and for said State, personally appeared _____,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal

_____ (SEAL)
Signature of Notary Public

GENERAL CONDITIONS

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ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Agreement - The written and signed contract between the County and the General Contractor that is entitled "Agreement."

1.2 Application for Payment - The form furnished by the County to be used by the Contractor in requesting progress payment. This includes the schedule of values and an affidavit of Contractor that progress payments received on account of the work have been applied by Contractor to discharge in full all of the Contractor's obligations as reflected in prior Applications for Payment and otherwise.

1.3 Architect - The person licensed by the State of California (architect or engineer) who is fully responsible for the Contract Drawings and Project Manual, Addenda and modifications.

1.4 Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder - Any person, firm or corporation, licensed in the State of California, submitting a bid for the work.

1.6 Bonds - Bid, performance, and *labor and material* payment bonds and other instruments of security, including lien and stop-notice bonds, furnished by the Contractor and his Surety in accordance with the Contract Documents.

1.7 Calendar Day (or "Day") - A day of twenty-four hours measured from one midnight to the next midnight, Pacific time. Unless otherwise indicated, a "day" shall mean a calendar day.

1.8 Change Order - A written order, issued by the Project Manager to Contractor, signed by the Project Manager, Architect and County authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time.

1.9 Contract Completion Date - The date established in the Contract Documents for the completion of the construction phase of the project, namely, the Estimated Completion Date and Fixed Completion Date.

1.10 Contractor - The person, firm or corporation with whom County has executed the Agreement and who is fully responsible for the performance of the work.

1.11 Contract Documents - The Agreement, Addenda, Contractor's Bid, the Bonds, and Notice of Award, these General Conditions, Supplementary Conditions, Specifications, Plans, Drawings and Modifications. The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be modified or amended only by a Modification as defined in these General Conditions.

1.12 Contract Price - The total amount stated in the Agreement as payable to Contractor for the performance of the work under the Contract Documents, including authorized adjustments thereto.

1.13 Contract Time - The total amount stated in the Agreement for the completion of the work.

1.14 County – County of Tehama, a public entity organized and existing pursuant to the laws of the State of California and the Owner of the Project.

1.15 Drawings - The drawings and/or plans which show the character and scope of the work to be performed, and which have been prepared or approved by the Architect and are referred to in the Contract Documents.

1.16 Field Order - A written order issued by the Project Manager which clarifies or interprets the Contract Documents in accordance with paragraph 9.2, or orders minor changes in the work in accordance with paragraph 11.3.

1.17 Furnish - To “supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.”

1.18 General Conditions - That part of the Contract Documents which sets forth many of the rights, responsibilities and relationships of the parties involved or of the contract.

1.19 General Requirements - The General Requirements are contained in Division 1 of the Specifications in these Contract Documents. The General Requirements are the administrative functions which the Contractor is bound to perform by the Contract.

1.20 Inspector - An authorized representative of the Tehama County who is assigned to make a detailed inspection of any or all portions of the work or materials thereof.

1.21 Install - Describes operations at project site including the actual “unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.”

1.22 Instructions to Bidders - That part of the Bidding Requirements which contain the format of the bid, and the availability of the Contract Documents.

1.23 Notice of Award - The written notification to the Contractor, from the Owner, of the Owner's intent to execute the Contract.

1.24 Notice to Bidders - A notice contained in the Bidding Requirements informing prospective bidders of the opportunity to submit bids on a project and setting forth the procedures for doing so.

1.25 Notice to Proceed - The written notice given by the County to Contractor fixing the date on which Contractor shall start to perform his obligations under the Contract Documents.

1.26 O.P.C.I. - Owner purchased/Contractor receives, stores, and installs.

1.27 Per - In accordance with or in compliance with.

1.28 Progress Payment - Payment for work completed by measuring the work in place and applying the percentage complete of the measured amount to a previously agreed unit cost to determine the total payment.

1.29 Project - The entire work to be performed as provided in the Contract Documents.

1.30 Project Manager - The authorized representative of Tehama County.

1.31 Project Manual - A part of the Contract Documents containing Introductory Information, Bidding Requirements, Contracting Requirements, Specifications, and Opening and Room Finish Schedules bound in one or more volumes.

1.32 Project Work Schedule - A diagram showing proposed times of starting and completing various elements of the work.

1.33 Provide - “To furnish and install, complete and ready for the intended use.”

1.34 Punch List - A list, made near the completion of work, indicating items to be furnished or work to be performed by the Contractor or Subcontractor in order to complete the work as specified in the Contract Documents.

1.35 Schedule of Values - A statement furnished by the Contractor to the Project Manager reflecting the portions of the contract sum allotted for the various parts of the work.

1.36 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate in detail the equipment, material or some portion of the work.

1.37 Specifications - The portion of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

1.38 Subcontractor - An individual, firm or corporation having a direct contract with the Contractor, or with any other subcontractor, for the performance of a part of the work.

1.39 Substantial Completion, Date of - The date as certified by the County in a Notice of Completion pursuant to paragraph 14.8 of these General Conditions.

1.40 Work - The completed construction in the manner required by the Contract Documents. This includes without limitation all labor, services, and supervision necessary or appropriate to produce such construction, all materials, supplies and equipment incorporated or to be incorporated in such construction, and all obligations, duties and responsibilities with respect to such construction set forth in the Contract Documents.

1.41 Working Day - Any day not a legal holiday, Saturday or Sunday.

ARTICLE 2 - PRELIMINARY MATTERS

2.1 Execution of Agreement:

2.1.1 The Agreement and such other Contract Documents as designated by the County, shall be executed in three counterparts and delivered by the Contractor to the County within fifteen (15) days of the Notice of Award. County will execute and deliver one counterpart to Contractor within ten (10) days of receipt of the executed Agreement from Contractor.

2.2 Delivery of Bonds:

2.2.1 Prior to execution of the Agreements by the Contractor, Contractor shall deliver to County such Bonds as he is required to furnish in accordance with the Contract Documents.

2.3 Copies of Documents:

2.3. 1 County shall furnish to Contractor 5 copies of the Contract Documents for the execution of the work. Additional copies will be furnished at cost of reproduction upon request.

2.4 Contractor's Pre-Start Representations:

2.4.1 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, work, locality and with all local conditions including federal, state and local laws, ordinances, rules and regulations that

may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the Contract Documents.

2.4.2 Contractor also represents that he has familiarized himself with all surveys and investigation reports of surface and latent physical and that he has correlated the results of all such data with the requirements of the Contract Documents.

2.5 Commencement of Time; Starting the Project

2.5. 1 The contract time will commence on the date fixed by the Notice to Proceed. The Contractor shall start to perform the work under the Contract Documents on or before the tenth working day after the date assigned in the Notice to Proceed.

2.5.2 The provisions set forth in Section VI of the Agreement are incorporated by reference as if fully set forth herein.

2.6 Before Starting Construction:

2.6. 1 The Contractor shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon; and verify all applicable field measurements prior to undertaking each part of the work. He shall at once report in writing to the Project Manager any conflict, error or discrepancy which he may discover. Contractor shall be responsible for exercising reasonable care and skill in reviewing the Contract Documents to determine whether there is any conflict, error or discrepancy therein, and shall be responsible for notifying the Project Manager. No claim for additional compensation shall be made by the Contractor for extra work created by Contract Document conflicts, errors or discrepancies which a reasonable Contractor would have discovered prior to commencing work.

2.6.2 Contractor shall submit the required Schedule of Values and activity cost information in accordance with the General Requirements of these specifications.

2.6.3 The Contractor shall furnish the County all certificates of insurance required by the Contract Documents after the "Notice of Conditional Award" and prior to the "Notice to Proceed," in types and amounts set forth in Article 5.

ARTICLE 3 - CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Contract Documents to describe a complete project to be constructed. As stated in paragraph 1.11, the Contract Documents comprise the entire contract between County and Contractor. They may be altered only by a Modification, as defined in paragraph 1.11.

3.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents shall nonetheless be required if it is consistent therewith and is reasonably inferable therefrom as being necessary or appropriate to produce the intended results. Should the Contractor discover a conflict, error, or discrepancy in the Contract Documents, he (she) shall immediately call it to the attention of the County in writing before proceeding with the work affected. Contractor agrees that proceeding with work without first giving such notice shall constitute a waiver by Contractor of any claim for additional time or money. Where there is a conflict, the Contract Documents, Specifications shall govern over the drawings; figure dimensions and drawings shall govern over scale drawings. Words and abbreviations that have technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, *AND* REFERENCE POINTS

4.1 Availability of Lands:

4.1.1 County shall furnish the lands upon which the work is to be done, right-of-way for access thereto, and other such lands which are designated in the Contract Documents for the use of the Contractor. Contractor shall provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions:

4.2.1 The Contractor shall immediately, and before any such conditions are disturbed, notify the Project Manager in writing of subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or unknown and unforeseen physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if he finds that such conditions do materially so differ to cause an increase or decrease in the time required for performance of the work, an appropriate adjustment in Contract Time may be made in accordance with Article 12 of these General Conditions. The Contract Documents may be modified by Change Order accordingly. In no event shall Contractor be entitled to increased compensation for such differing conditions, unless provided for in such Change Order.

4.2.2 No increase of time under paragraph 4.2 shall be allowed unless the Contractor shall have given the written notice described in paragraph 4.2.1 not later than 24 hours after such conditions are discovered, and before such conditions are disturbed. Contractor shall not proceed with the work affected by such conditions until directed in writing by Project Manager. Furthermore, no increase shall be given unless it is shown that Contractor's own investigation was done competently and did not disclose the error or condition. Failure of Contractor to give written notice and providing an opportunity for the Project Manager to investigate shall constitute a waiver by Contractor of any claim for additional time or money.

4.2.3 Groundwater, in whatever amount or condition, shall be deemed usual and ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract Documents. Dewatering is the responsibility of the Contractor. No claim for a Modification of Contract time or price will be allowed for such conditions.

4.3 Reference Points:

4.3.1 County shall provide engineering reference points as shown on the plans for construction. Contractor shall be responsible for surveying and laying out work unless otherwise provided in the Contract Documents, and shall protect and preserve the established reference points and shall not change or relocate them without the prior written approval of Project Manager. Contractor shall report to Project Manager whenever any reference point is lost or destroyed or requires relocation because of changes in grades or locations. The cost of replacing and accurately relocating all reference points so lost, destroyed or moved shall be borne by the Contractor.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Contractor’s Liability Insurance

5.1.1: Contractor shall obtain and maintain continuously comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than $1,000,000 combined single limit bodily injury and property damage per occurrence with a $1,000,000 combined single limit annual aggregate with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor’s protective, product/completed operations, auto and non-owned auto, personal injury, and fire-legal liability where applicable. The general aggregate

limit shall apply separately to this project, or Contractor shall provide insurance with a general aggregate limit of $2,000,000.

5.1.2 The Contractor, upon notification of receipt by the County of any cancellation notice shall file with the County a replacement certificate with another insurance company meeting the financial requirements of the County and the coverage requirements. Failure to maintain any of the above required insurance shall require the immediate discontinuation of work until replacement insurance is furnished to the County. All payments due or that become due will be withheld until notice of replacement is received. Any failure to maintain insurance will be sufficient cause for termination of the contract.

5.1.3 Automobile Liability Insurance: Contractor shall carry Bodily injury and Property Damage liability including coverage for owned, hired and non-owned automobiles. The limits of liability shall be not less than $1,000,000 Bodily Injury, $300,000 Property Damage or $1,000,000 Combined Single Limit Bodily Injury and Property Damage

5.1.4 As evidence of the insurance required by this agreement, certificates of workers compensation, general liability and automobile liability shall be furnished to the County before any work is commenced by the Contractor.

5.1.5 General Liability and Automobile Liability insurance shall include "County of Tehama, its elected officials, officers, and employees as an additional insured", and shall not be reduced or canceled without 30 days written prior-notice certain to the County. Contractor shall provide the County a certificate of insurance and an additional insured endorsement as evidence of insurance protection provided which lists "County of Tehama" as the certificate holder. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar language. If Contractor has employees, he/she shall obtain and maintain continuously workers' compensation insurance to cover Contractor and Contractor's employees and partners.

5.1.6 Contractor shall require and verify that all subcontractors of any tier maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that "County of Tehama, its elected officials, officers, and employees" is an additional insured on insurance required from subcontractors; provided, however, that the minimum limit by subcontractors for general aggregate under their comprehensive general liability shall be $1,000,000 on all subcontracts other than major subcontracts and $3,000,000 on major subcontracts (subcontracts in excess of $1,000,000 and such other subcontracts identified in the Contract Documents as "major subcontracts"). Contractor shall maintain certificates of insurance from all subcontractors demonstrating compliance with the requirements of this section and make them available to the County upon request.

5.2 Builders Risk Insurance

The Contractor will not be required to obtain Builder's Risk Insurance. The Contractor will be responsible for building materials not installed and for the Contractor's tools, other equipment or supplies. The Contractor shall also be required to protect the construction project as stipulated elsewhere in this contract.

5.3 Performance, Payment, and Other Bonds

5.3.1 Prior to the commencement of any work, Contractor shall furnish performance and payment bonds as security for the faithful performance and payment of all Contractors' obligations under the contract documents. These bonds shall be in amounts at least equal to the contract price and in a form satisfactory to County. Surety company providing said bonds shall have a Best financial rating of at least A-: VII and be licensed in the State of California.

5.3.2 If at any time the Surety on any bond furnished by Contractor is adjudicated bankrupt, commences any proceeding under the Bankruptcy law of the United States, becomes insolvent, makes a general assignment for the benefit of creditors or has its right to do business terminated in California, or for any other reason is unable or unwilling to continue in business, Contractor shall within five calendar days thereafter substitute another bond in a Surety who meets the County's financial rating requirement.

5.4 Responsibility for Damage:

5.4.1 Approval of the Contractor's insurance by the Owner shall not decrease the extent to which the Contractor or any subcontractor may be held responsible for payment of any and all damages resulting from Contractor's operations.

5.4.2 The Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Project Manager, Architect and the officers, agents and employees of each of them, from any and all loss, liability or damage including attorney's fees and from all suits, actions, damages or claims of every nature and description to which they may be subjected or put by reasons of injury to persons or property arising out of, in connection with, or incident to the execution of the work or resulting from the active or passive negligence or carelessness on the part of the Contractor, Contractor's employees or agents in the delivery of materials and supplies by its employees or agents, including any failure to fulfill the terms of all laws and regulations which apply to this Contract together with any infringement or alleged infringement of the patent rights of any person or persons, firm or corporation in consequence of the use in or about the said work of any article or materials; and the County shall have the right to estimate the amount of such damage and to cause the Contractor to pay same, and the amount to be paid for such damage shall be deducted from the money due to the Contractor under this Contract; or the whole or so much of the money due or to become due to the Contractor under this Contract, as may be considered necessary by the County, shall be retained by the County until such suits or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the County. Contractor shall assume the defense of and indemnity and save harmless Tehama County, its elected officials, officers and employees, as well as the Architect, Project Manager and the officers, agents and employees of each of them in respect to any mechanics lien, foreclosure actions filed by any subcontractor or material man relative to the construction.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendent:

6.1.1 Contractor shall supervise and direct the work effectively, efficiently and with his best skill and attention. He shall have sole responsibility for the means, methods, techniques, sequences, procedures of construction, and for coordinating all portions of his work under the Contract Documents. Contractor shall be responsible for the finished work complying accurately with the Contract Documents.

6.1.2 The Contractor shall designate in writing, before starting work, the name, qualifications and experience of his proposed representative who must be approved by the Project Manager. Said representative shall have authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of work at all times while work is in progress. Arrangements for responsible supervision, acceptable to Project Manager, shall be made for emergency work required during periods when work is suspended.

6.1.3 The Contractor shall notify the Project Manager, in writing, when he desires to change his representative. He shall provide all necessary information regarding his new representative when

submitting request for approval. Any substitute representative shall require the approval of the Project Manager, which may not be unreasonably withheld.

6.1.4 In emergencies when the Contractor or his authorized representative is not present on any particular part of the work, directions will be given by the Project Manager and obeyed by the superintendent or foreman in charge of the particular work. Such directions will be confirmed in writing to the Contractor's authorized representative.

6.1.5 The Contractor shall identify, in writing, the individuals who are authorized to sign Change Orders to the Contract.

6.1.6 The Contractor shall remove his representative from the work and propose a substitute if Project Manager reasonably concludes that such representative is unable or unwilling to properly supervise the work in such a manner as to ensure its timely and successful completion in accordance with Contract Documents.

6.1.7 The Contractor shall maintain daily job site activity logs which record: location and number of all manpower on the site by his own and subcontractors' forces; all work being performed and whether such work is part of the base contract or change order; all work being performed and whether such work is part of the base contract or change order; all construction equipment in use, and not in use, and reasons why not in use; weather and site conditions; and delays or obstructions to the work. The Contractor shall sign the log representing that the information contained therein is true, accurate and complete.

6.2 Verified Reports

6.2.1 The Contractor shall completely fill out, sign and date the appropriate Verified Reports, as required by Sections 4-214, 4-240 and 4-249 of Title 24, Part I, California Code of Regulations. Copies of these reports shall be sent to the County.

6.3 Labor, Materials and Equipment

6.3.1 Contractor shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. Contractor shall at all times enforce strict discipline and good order on the project. He shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

6.3.2 Contractor shall furnish all materials, equipment, labor, transportation, and machinery, tools, appliances, other facilities and incidentals necessary for the execution, testing, initial operation and completion of work.

6.3.3 All materials and equipment incorporated in the work shall be new, except as otherwise provided in the Contract Documents. If required by Architect or Project Manager, Contractor shall furnish satisfactory evidence as to the kind, quality, source and purchase of materials and equipment.

6.3.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable manufacturer, fabricator or processors.

6.4 Substitute Materials or Equipment:

6.4.1 The Specifications may permit Contractor to furnish or use a substitute that is equal to any material or equipment specified. Unless otherwise expressly provided in the Specifications, in accordance with Public Contract Code section 3400, whenever the contract documents refer to a named manufacturer or named product, the named manufacturer or named product shall be deemed to be followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or

service in accordance with the procedures set forth herein. If the Contractor wishes to furnish or use a proposed substitute, he shall, promptly and within 5 days of the Notice to Proceed, make written application to the Architect for approval of such substitute, certifying and warranting in writing that the proposed substitute will perform the functions called for by the Contract Documents, be of the same quality as that specified and be suited to the same use. Contractor shall state whether or not its incorporation in or use in connection with the project is subject to payment of any license fee or royalty and also shall identify all variations of the proposed substitute from that specified and indicate available maintenance service. No substitute shall be ordered or installed without the written approval of the Architect whose decision as to substitutions shall be final and conclusive. Architect may require Contractor to furnish other such data about the proposed substitute that Architect considers pertinent.

6.4.2 No substitution shall be ordered or installed without such supplemental performance guarantee and bonds as County may require, all of which shall be furnished at Contractor's expense. Contractor shall be responsible for determining the required delivery date for incorporation into the work and shall certify that this date has been confirmed with the supplier of the substituted item.

6.5 Subcontractors:

6.5.1 Contractor shall investigate and assure himself and the County of the experience and skill of all subcontractors performing work specified by the Contract Documents as well as the financial stability of such subcontractors. Contractor shall not recommend any subcontractor or other person or firm, whether initially or as a substitution against whom County, at County's sole discretion, may have reasonable objection. If County who has no duty to investigate, but has the right to do so, after due investigation, has a reasonable objection to any subcontractor, supplier or material man proposed by Contractor, Contractor shall propose an acceptable substitute.

6.5.2 Contractor shall be fully responsible for all acts and omissions of his subcontractors, and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the County, Project Manager or Architect and any subcontractor, or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of County, Project Manager or Architect to pay or see to the payment of any monies due any subcontractor or other persons or organizations.

6.5.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade. Neither the Architect, nor Project Manager, nor County will act as arbiter to determine subcontract limits.

6.5.4 Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the County including, but not limited to, all time and notification requirements.

6.5.5 All work performed for Contractor by a subcontractor shall be pursuant to an appropriate agreement between Contractor and subcontractor which shall contain provisions for the waiver of all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance. Contractor shall pay each subcontractor a just share of any such insurance moneys received by Contractor.

6.6 Patent Fees and Royalties

6.6.1 Contractor shall pay license fees and royalties and assume all costs incident to the use, in the performance of the work, of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, device or product is

specified in the Contract Documents for use in the performance of the work, and to the actual knowledge of County and Architect its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by County in the Contract Documents. Contractor shall indemnify and hold harmless County, Project Manager, their employees, officers and agents, and Architect, his consultants, and anyone directly or indirectly employed by either of them from and against consultants' and other experts' fees and expenses arising out of any infringement of patent rights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with alleged infringement of such rights.

6.7 Permits & Utility Costs:

6.7.1 Permits: Contractor shall be responsible to obtain all building permits, construction permits, fugitive dust permits, fees and licenses necessary for the prosecution of the work. The County will make payment of permit fees directly to the permitting agency. The Contractor shall be responsible for all delays in obtaining all permits, licenses, and utility connection agreements. No delay claim may be made by Contractor for any delay in obtaining any permit, license or utility connection agreement.

6.7.2 Utility Costs: Contractor shall be permitted reasonable use of the existing utilities available at the project site without charge. In the event that any additional temporary utilities are necessary, Contractor shall be responsible for obtaining and paying for such temporary utilities at Contractor's expense.

6.8 Laws and Regulations:

6.8.1 Contractor shall give notices and comply with all laws, ordinances, rules and regulations applicable to the work. Contractor shall use reasonable care and skill in determining whether or not the Specifications or Drawings are at variance therewith, and, if he observes such variance, he shall give the Project Manager and Architect prompt written notice thereof. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Project Manager and Architect, he shall bear all costs arising therefrom.

6.9 Taxes:

6.9.1 Contractor shall pay all sales, consumer use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed.

6.10 Use of the Premises:

6.10.1 Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinance, permits or the requirements of the County and of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

6.10.2 Contractor shall not load nor permit any part of any structure to be loaded with weight that will endanger the structure, nor shall he subject any part of the work to stresses or pressure that will endanger it.

6.11 Record Drawings:

6.11.1 Contractor shall keep one current record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Architect and Project Manager at all times, and shall be reviewed monthly concurrent with the Progress Payment Request. Upon

completion of the project the Contractor shall deliver the record documents to the Project Manager for review and approval. These record documents shall be prepared in accordance with Section 01720 of the Specifications.

6.12 Safety and Protection:

6.12.1 Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss:

6.12.1.1 All employees on the work and other persons who may be affected thereby:

6.12.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and

6.12.1.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.12.1.4 The Contractor represents that he has read and is thoroughly familiar with the California State Occupational Safety and Health Act, and regulations for construction promulgated thereunder, and agrees to comply with the Act and all such regulations applicable to the performance of the work. The Contractor accepts the duty of enforcing those regulations by federal, state or County Safety and Health Inspectors at the Contractor's work place at the job site or any area within the limits of construction and of the outcome of any such inspections. Contractor assumes exclusive responsibility for, and agrees to defend, indemnify and hold harmless Tehama County, Project Manager, Architect, and their elected officials, officers, agents, employees, consultants and representatives against all consequences of any violations of those regulations by the Contractor, including the payment of any fine, penalty and interest assessed in connection therewith, any court costs, undertakings, interest, and attorneys', accountants' consultants' and experts' expenses and fees incurred by the County.

6.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work might affect them. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, and/or subcontractor, or anyone employed by them shall be remedied by Contractor at his own expense. Contractor's duties continue until such time as all the work is completed and Project Manager has issued a notice in accordance with paragraph 14.9 that work is acceptable.

6.12.3 Contractor shall designate a responsible member of his organization, at the site, satisfactory to the Project Manager, whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Project Manager.

6.13 Shop Drawings, Product Data, and Samples:

6.13.1 Shop drawings, product data, and/or samples are required by the Specifications for certain portions of the work. These shall be submitted according to a schedule of submittals to be accepted by the Project Manager and Architect. Where a shop drawing, product data, or sample submittal is required by the Specifications, no related work shall be commenced until the submittal has been reviewed by the Architect. A copy of each reviewed shop drawing and each approved sample shall be kept in good order by Contractor at the site and shall be available to the Project Manager, Architect and Inspector.

6.13.2 The Contractor may submit a request for substitutions. The Contractor shall propose for approval all samples as specified or directed by the Architect. The provisions of subparagraph 6.4 shall apply in such case.
6.13.3 Contractor shall check and verify all field measurements and submit shop or setting coordination drawings in 1/4"=1'0" scale to verify clearances for various trades, and schedules required for the work of the various trades, with such promptness as to cause no delay to the work.

6.13.4 Samples: Unless otherwise specified, submit samples in triplicate and of adequate size to show the quality, type and finish. Label each sample with the manufacturer's name, material name and quality, the Contractor's name, the project name and other pertinent data. Submit, with samples in triplicate a transmittal letter requesting approval. Prepay transportation charges to the Architect's office on samples forwarded.

6.13.5 Contractor shall not order materials until receipt of written approval of shop drawings, product data, and samples.

6.13.6 Project Manager's or Architect's review of shop drawings and samples shall not relieve Contractor from his responsibility for any deviation from the requirements of the Contract Documents. Nor shall any action by Architect relieve Contractor from any responsibility for errors or omissions in the shop drawings.

6.14 Cleaning:

6.14.1 Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery, and surplus materials. He shall leave the site clean and ready for occupancy by County. Contractor shall restore to original condition those portions of the site not designated for alteration by the Contract Documents.

6.15 Indemnification:

6.15.1 Contractor shall indemnify and hold harmless to the fullest extent permitted by law, Tehama County, Architect, Project Manager and their elected officials, officers, consultants, agents and employees, from and against all claims, damages, losses and expenses, including attorneys', accountants', consultants', and experts' fees and expenses, arising out of or resulting from the performance of the work attributable to bodily injury, sickness or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and caused in whole or in part by any negligent or other act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether indemnification shall extend to claims, demands, or liability for injuries occurring after completion of the project as well as during the work's progress. Such obligation shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity which otherwise exists under the Contract Documents or at law as to any party or person described in this paragraph or otherwise.

6.15.2 In any and all claims against Tehama County, Architect, Project Manager, their elected officials, officers, employees, consultants or agents by an employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph 6.15.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workmen's compensation acts, disability acts or other employee benefit acts.
6.16 Books and Records:

6.16.1 Contractor shall maintain books, records, documents and other evidence pertinent to the work in accordance with generally accepted accounting principles and practices. Such books, records,

documents and other evidence shall be maintained for at least three years after the date of completion of the project. Access to the aforementioned books, records, documents and other evidence shall be available to the County or the Board, or any authorized representative of either, during the course of construction and for at least three years after completion of the project. Suitable facilities shall be provided for said access, and for the inspection and copying thereof.

ARTICLE 7 - WORK BY OTHERS

7.1 County may perform additional work related to the project or it may award other direct contracts therefore. Contractor shall afford the other persons or contractors who are parties to such direct contracts reasonable opportunity for the storage of materials and equipment and the execution of work. He shall properly connect and coordinate his work with theirs. No claim for time extension will be made by the Contractor due to any alleged problems or difficulties suffered due to work performed by others unless written notice within twenty-four hours of the commencement of said alleged delaying activities is given to the County.

7.2 If any part of Contractor's work depends, for proper execution or results, upon the work of any other such person or contractor, Contractor shall inspect and promptly report to Project Manager and Architect in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for the relationship of his work, except as to defects and deficiencies which may appear in the other work after the execution of his work.

7.3 Contractor shall do all cutting, fitting, and patching of his work that may be required to make the several parts come together properly and fit to receive or be received by such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work, and will only cut or alter their work with the written consent of the County and of the other contractors whose work will be affected.

7.4 If the performance of additional work by other persons or contractors is not noted in the Contract Documents prior to the execution of the Agreement, written notice thereof shall be given to Contractor prior to starting any such additional work.

ARTICLE 8 - COUNTY'S RESPONSIBILITIES

8.1 Communications: County will forward all instructions and decisions to Contractor through the Project Manager.

8.2 Right to Stop Work: The County has the right to stop or suspend work, and to award other work.

8.3 Project Manager

8.3.1 The County will designate a Project Manager and assistants to enable it to carry out its responsibilities at the site. The Project Manager is the County's agent and shall act as directed by and under the supervision of the County Administrator.

8.3.2 The Project Manager will be the County's sole authorized representative for the project. All correspondence to Architect from Contractor will be copied to the Project Manager.

8.4 Disputes Resolution

8.4.1 A dispute, or claim, or other matter in question arising out of or relating to the Contract Documents which is not disposed of by agreement shall be decided by the Project Manager promptly and in writing as provided in the Contract Documents. The decision of the Project Manager shall be

final and conclusive on the Contractor unless, within 5 days from the receipt of such decision, Contractor submits to Project Manager a written claims submission and documentation as defined in paragraph 8.6 below.

8.5 Disputed Work

8.5.1 Should Contractor object to any decision, order, directive, notice, action, or omission of Project Manager, Contractor may, within 5 days after receipt or occurrence of the same, or before commencing with the disputed work, whichever occurs first, furnish to Project Manager a written notice stating such objections.

8.5.2 Contractor shall furnish to Project Manager, beginning with the first day and at the end of each day detailed hourly records for labor, construction equipment, and services; and itemized records of materials and equipment used that day in performance of the disputed work. Such records shall be of a form approved by Project Manager. Such records shall be signed by Contractor and verified by Project Manager.

8.5.3 Failure by Contractor to furnish such written notice and records specified in 8.5.1 and 8.5.2 shall constitute a waiver of Contractor's right to furnish a claim for the disputed work.

8.6 Claims Submission and Documentation

8.6.1 Contractor may furnish a claim concerning a matter noticed in accordance with 8.5 to Tehama County Administrative Office, 727 Oak Street, Red Bluff CA 96080.

8.6.2 Contractor shall furnish 3 certified copies of claim documentation. The claim documentation shall be complete when furnished. The evaluation of the Contractor's claim will be based on County's records and the Contractor's furnished claim documentation.

8.6.3 Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. General Introduction
2. General Background
3. Issues
    a) Index of Issues
    b) For each Issue
        1) Background
        2) Chronology
        3) Contractor's Position (reason for County's potential liability)
        4) Supporting Documentation of Merit
        5) Supporting Documentation of Damages
4. Critical Path Method Schedules, As-Planned and As-Built
5. Productivity Exhibits
6. Summary of Issues and Damages

8.6.4 Supporting documentation of merit for each issue shall be cited by reference, photocopied, or explained. Supporting documentation may include, but not be limited to general conditions, technical specifications, drawings, correspondence, conference notes, shop drawing, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary critical path method schedules, photographs, technical reports, requests for information, field instructions, and other related records.

8.6.5 Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include but not be limited to certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; subcontractor payment releases; quantity reports; other related records; general ledger and any other accounting materials.

8.6.6 Each copy of claim documentation shall include the following certification:

1. I certify under penalty of perjury, according to the laws of the State of California that this claim is made in good faith, that the supporting documentation is accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustments for which County is responsible.

2. Certification shall be signed in the same manner as the proposal was signed.

8.6.7 Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, Contractor shall be liable to County for three times the amount of damages which the County sustains, plus the cost of civil action and may be liable to the County for a civil penalty of up to ten thousand dollars for each false claim.

8.7 Decisions on Claims

8.7.1 Claims of Contractor arising under and by virtue of the contract will be decided by the County Steering Committee consisting of the County Administrator, County Counsel, the Architect and the Project Manager who will furnish the decisions to Contractor in writing.

8.8 Release of Undecided Claims

8.8.1 Undecided claims furnished to County Steering Committee before execution of the final release of claims provided in 8.6 and not excepted therefrom shall be deemed released by Contractor upon execution of such release and will not be further considered by County.

8.9 Exhaustion

8.9.1 Contractor must exhaust all remedies and comply with all dispute resolution procedures set forth in paragraph 8.4 prior to filing suit which names the County, Architect, Project Manager or any officer, employee, agent or affiliate thereof.

ARTICLE 9 - ARCHITECT'S STATUS DURING CONSTRUCTION

9.1 Visits to Site:

9.1.1 Progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site observations to check quality or quantity of the work. On the basis of on site observations as an Architect, the Architect will keep the Project Manager informed of progress of the work, and will endeavor to guard the County against defects and deficiencies in the work.

9.1.2 Architect and his representatives will have access to the work at all times for the observation of the building operations, including the right to accept or reject materials and/or workmanship. The Architect and his representatives shall perform their duties in accordance with Section 4-213 and 4-217, Title 24, California Code and Regulations.

9.1.3 In cases of emergency the Architect may give directions to the Contractor, his authorized representative, or if neither are available, to the superintendent or foreman in charge of the particular

work concerning which directions are given. Such directions will be confirmed in writing by the Project Manager.

9.2 Clarifications and Interpretations:

9.2.1 Architect will issue with reasonable promptness through the Project Manager such written Field Orders, which will clarify or interpret the design intent of the Contract Documents as he may determine to be necessary. These Field Orders shall not entitle Contractor to any adjustment to the contract price or time.

9.3 Rejecting Defective Work:

9.3.1 Architect and/or the Project Manager will have authority to disapprove or reject work which is "defective" (which term includes without limitation work that is unsatisfactory, faulty, does not conform to the requirements of the Contract Documents, does not meet the requirements of any inspection, test or approval referred to in paragraph 13.2, or has been damaged prior to approval of final payment). He will also have authority to recommend to the Project Manager that he require special inspection or testing of the work as provided in paragraph 13.4, whether or not the work is fabricated, installed or completed.

9.4 Shop Drawings and Samples:

9.4.1 The Architect is responsible for the review of samples. (See paragraph 6.13)

9.4.2 The Contractor shall submit for review, with reasonable promptness, all samples as specified or directed by the Architect. The Architect shall review samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with information given in the Contract Documents. The work shall be in accordance with reviewed samples.

9.5 Shop Drawings

9.5.1 The Architect shall review, with reasonable promptness, schedules and drawings for conformance with the design concept of the project and compliance with the Contract Documents. The Architect's review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

9.5.2 Architect shall be permitted a reasonable time to review such drawings and no claim for time extension or damages will be allowed for this time.

9.5.3 Satisfactory shop drawings shall be so identified by Architect, dated, and a reproducible copy returned to the Contractor.

9.5.4 Should shop drawings be rejected, one reproducible copy set will be returned to the Contractor with indicated corrections and changes to be made. After making such corrections and changes, Contractor shall resubmit shop drawings, in numbers of copies required, until approval is obtained. Any corrections or changes indicated on the shop drawings shall not be considered as an extra work order.

9.6 Architect will be the interpreter of the design and technical requirements of the Contract Documents and the compliance by the Contractor therewith. Neither the Project Manager, Architect, nor County will be liable to the Contractor for the result of any interpretation or decision rendered in good faith. Disputes with respect to interpretations will be processed and resolved as provided for in paragraph 8.4.

9.7 Limitations on Architect's Responsibilities

9.7.1 Neither Architect's authority to act under this Article 9 or elsewhere in the Contract Documents, nor any finding or decision made by him in good faith, shall give rise to any duty or responsibility of Architect to Contractor, any subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the work.

9.7.2 Architect will not be responsible for Contractor's means, methods, techniques, sequences, division and allocation of the work or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

9.7.3 Architect will not be responsible for the acts or omissions of Contractor, or any subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

9.7.4 Nothing in these General Conditions or in the Contract Documents shall be deemed to establish a contractual relationship, direct or otherwise, between Architect and Contractor.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 The County may at any time or from time to time order additions, deletions or revisions in the general scope of the work without invalidating the Contract Documents and without notice to the sureties.

10.2 Changes will be authorized by a Change Order. Upon receipt of a Change Order, Contractor shall immediately proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the contract price or any extension or shortening of the contract time, an adjustment will be made as provided in Articles 11 and 12, on the basis of a claim made by either Contractor or County.

10.3 Changes, Omissions, or Additions shall be made only through a standard written order of the Architect and approved by the Owner. Change Orders will be issued only before or at the time of change, and the expense or responsibility for any change or damage without said order shall rest entirely with the Contractor.

10.4 County may order minor changes or alterations in the work not involving extra costs or extension of time, and not inconsistent with the overall intent of the Contract Documents. Such changes may be ordered by a Field Order.

10.5 When necessary, in order to avoid delay to the work, the Project Manager may authorize the Contractor to proceed with the work pending completion of a change order. This prior authorization may be verbal; however, it must be confirmed in writing as soon as possible by the authorizing individual. Whenever work is to proceed on the basis of such prior authorization, the Contractor must be notified in writing to proceed with the work pending approval of the change order. In the case of a change order requested by the Contractor, the County must have positive assurance that he will execute the change order before allowing work to proceed. Preparation and final approval of change orders for work covered under prior authorization must be actively pursued. Prior authorization does not include authority to make payment for the work.

10.6 No claims for adjustment of contract price or time for delays or costs due to material shortage, transportation difficulties, labor shortage, or dewatering, will be paid by County except as defined in *sub*paragraphs 12.1.2 and 12.1.3.

10.7 Additional work performed by Contractor without authorization of a change order shall be at his own expense. Contractor shall not be entitled to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in subparagraphs 6.1.4 or 9.1.3, for such work performed without a change order.

10.8 The County may order changes in the work. Notwithstanding any dispute or controversy that may arise in connection with a claim for adjustment of contract price, in the event of such changes Contractor shall proceed with the work promptly and diligently upon written order from Project Manager. The contract price may be changed pursuant to Article 11 without notice to the Surety.

10.9 In the event that there is any dispute between County and Contractor with relation to any payment to be made under this contract, whether by reason of change order; progress payment; or otherwise, Contractor shall submit a claim pursuant to Articles 11 and 12 but will not be entitled to walk off the job or stop work in any manner and is under a full obligation to complete each and every term and condition of the contract.

10.10 Dispute resolutions provisions of paragraphs 8.5 and 8.6 are applicable to changes in the work except as in Articles 11 and 12.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 Contract Price:

11.1.1 The Contract Price constitutes the total amount payable to Contractor for performing the work under the Contract Documents. All duties, responsibilities and obligations assigned to or undertaken by Contractor in respect to work under the Contract Documents shall be at his expense without change of the Contract Price.

11.1.2 If Contractor wishes to make a claim for an increase to the contract price, he shall give Project Manager written notice thereof not later than five (5) days after the occurrence of the event giving rise to such claim. Within ten (10) days thereafter, Contractor shall supply all supporting documents for such claim, including but not limited to time slips for labor and time slips for equipment. Failure to provide all supporting documents shall constitute a waiver of such claim by Contractor.

11.1.3 The written notice shall set forth the reasons for which the Contractor believes additional compensation is due, the nature of the costs involved and the amount thereof. The notice must be given to the Project Manager prior to Contractor's performing the work-giving rise to the claim for additional compensation.

11.1.4 Differences between the parties arising under and by virtue of the contract shall be brought to the attention of the respective parties at the earliest possible time in order that such matters may be promptly settled. The Contractor hereby agrees that he shall have no right to additional compensation for any claim for which written notice was not filed in strict compliance with this paragraph.

11.2 The cost or credit to the County resulting from a change in the work, from a prior authorization, or from any claim for an increase or decrease in the contract price shall be determined by the Project Manager in one of the following ways:
11.2.1 By a lump sum properly itemized, and showing direct cost and markup, and supported by such substantiating data as may be required by the Project Manager to permit evaluation; allowable markup shall not in any case exceed the amount set forth below:

1. For work performed by the Contractor's own forces, for changes up to $30,000.00, an additional 10% for overhead and 5% for profit may be added;

2. For changes in excess of $30,000, the sums in excess of $30,000 are allowed an additional 8% for overhead and 5% for profit;

3. For work performed by subcontractors, the subcontractors' billings shall be limited to the markups as described for the Contractor, except the Contractor may add 10% to the gross amount as set forth by the subcontractor, as his fee for coordinating and implementing such changed work by the subcontractor;

4. Overhead includes, but is not limited to, the costs of bonds, insurance, supervision, office expense, management, transportation and small tools allowance.

11.2.2 Where the work involved is related to unit prices, by application of unit prices to quantities involved; or

11.2.3 On the basis of force account as provided for in paragraph 11.3 which shall be employed only at the Project Manager's sole discretion, which shall not be an election of the Contractor.

11.2.4 All work undertaken by prior authorization shall be on the basis of force account, until and unless a lump sum is agreed upon.

11.3 Force Account Payment - When extra work is to be paid for on a force account basis, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the Project Manager and compensation will be determined as follows:

11.3.1 Work Performed by Contractor - The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections "Labor," "Materials" and "Equipment Rental," except where agreement has been reached to pay in accordance with Section "Work Performed by Special Forces or Other Special Services."

11.3.2 To the total direct costs computed as provided in Sections "Labor," "Materials," and "Equipment Rental," there will be added a markup as defined in paragraph 11.2.1.

11.3.3 The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections "Labor," "Materials," and "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefore.

11.3.4 When extra work paid for on a force account basis is performed by forces other than the Contractor's organization, the Contractor shall reach agreement with such other forces as to the distribution of the payment made by the Owner of such work. No additional payment therefore will be made by the Owner by reason of the performance of the work by a subcontractor or other forces.

11.3.4.1 Labor - The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Project Manager) used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

11.3.4.2 Actual Wages - The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

11.3.4.3 Labor Surcharge - To the actual wages, as defined in Section 11.4.2 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws, specifically worker’s compensation, social security, Medicare, Federal

unemployment insurance, State unemployment insurance and State training taxes, and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 11.4.2 and subsistence and travel allowance as specified in Section 11.3.4.4.

11.3.4.4 Subsistence and Travel Allowance - The actual subsistence and travel allowance paid to such workmen.

11.3.4.5 Materials - The Owner reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof, except as the following are applicable:

11.3.4.6 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Project Manager plus the actual costs, if any, incurred in the handling of such materials.

11.3.4.7 If the materials are obtained from a supply or a source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

11.3.4.8 If the cost of such materials is, in the opinion of the Project Manager, excessive, then the cost of such materials shall be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site, less any discounts as provided in Section 11.4.1.

11.3.4.10 Equipment Rental - The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Project Manager to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Project Manager. The Contractor may furnish any cost data, which might assist the Project Manager in establishment of such rental rates.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 11.4.1(1) "Labor."

All equipment shall, in the opinion of the Project Manager, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment that has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of $150 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

11.3.4.11 Equipment on the Work - The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

(1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

(2) When daily rates are listed, less than 4 hours of operation shall be considered to be ½ day of operation.

11.3.4.12 Equipment Not on the Work - For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

(1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Project Manager in advance.

(2) The Owner will pay the costs of loading and unloading such equipment.

(3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.

(4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.

(5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Project Manager directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

Hours Equipment is in Operation	Hours to be Paid
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5

5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8	Hours in operation

The hours to be paid for equipment which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, payment for ½ day will be made if the equipment is not used. If the equipment is used, payment will be made for one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the Owner will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting and loading and unloading equipment, as above provided will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis, and the Project Manager determines that such extra work required the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Project Manager may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(a) The Project Manager shall specifically approve the necessity for the use of particular equipment on such work.

(b) The Contractor shall establish to the satisfaction of the Project Manager that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors.

(c) The Contractor shall establish to the satisfaction of the Project Manager that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(d) The Project Manager shall approve the equipment source and the equipment rental rate to be paid by the County before the Contractor begins work involving the use of said equipment.

11.3.4.13 Owner-Operated Equipment - When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 11.3.4.10, "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project, or in the absence of such workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator will be added to the cost of labor described herein, in accordance with provision in Section 11.3.4.3 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided for in Section 11.3.1 "Work Performed by Contractor."

11.4.1 Work Performed by Special Forces or Other Special Services - When the Project Manager and the Contractor, by agreement, determine that a special service for an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such services or extra work item may be performed by a specialist. Invoices for such service of item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material and equipment rental costs when it is impractical and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in such facility, may, by agreement, be accepted as a specialty billing.

To the specialist invoice price, less a credit to the County for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 11.3.1 "Work Performed by Contractor."

11.4.2 Records - The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

11.5 The amount of credit to be allowed to County for any change which results in a net decrease in cost of the work, will be the amount of the actual net decrease as determined by the Project Manager. When both additions and credits are involved in any one change, any Contractor's fee under paragraph 11.3.3 shall be calculated on the basis of the net increase, if any.

11.6 Whenever the cost of any work is to be determined pursuant to paragraph 11.3, Contractor will submit in form prescribed by County an itemized cost breakdown together with supporting data.

11.7 Disputes, claims and matters in question arising out of or relating to the interpretation of implementation of Article 11 shall be submitted and resolved in accordance with paragraph 8.5.

11.8 Cash Allowances - NOT APPLICABLE

Contract Change Order Form

11.9 All parties agree that the following form shall be used for all change orders:

CONTRACT CHANGE ORDER NO._____
Date _____
Sheet _____ of_____
_____. You are hereby directed to make the herein-described changes from the plans and specifications, or do the following described work in accordance with applicable provisions of the Contract Documents. Work described herein shall include furnishing of all materials, equipment, labor and services necessary for its completion.

This Change Order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item." The execution of this Change Order is a waiver of any rights or claims by the Contractor to any additional compensation for the "Item" work or extensions of the contract time for that work.
ITEM:
The above changes result in the following adjustments to the Contract Price:
Add/Deduct $_____.

Contract Time is increased/decreased/unchanged _____working days by this Change Order.

I, the undersigned Contractor,
have given careful consideration
to the change proposed and hereby
agree to do the work above specified
and will accept as full payment
therefore the prices shown above.

By_____
CONTRACTOR
By_____
Title
Date_____

Date_____

SUBMITTED BY:

_____
ARCHITECT

RECOMMENDED FOR APPROVAL:

By_____
PROJECT MANAGER

Date_____

APPROVED BY:

COUNTY APPROVAL:

By_____
CHIEF ADMINISTRATOR

Date_____

Distribution:
District (Master)
Contractor (Master)
Architect (Copy)
Project Manager (Copy)

1 of 2 *Change Order __*

CONTRACT CHANGE ORDER NO. _____
PROJECT _____
Date: _____

The Contract is changed as follows:

CCO #	COR #	DESCRIPTION		AMOUNT
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:	ADD	
		Requested by: Reason:		
		TOTAL CHANGE ORDER NO. ___	**ADD**	**$0.00**

The original Contract Sum	$0
Net Change by previously authorized Change Orders	$0
The Contract Sum prior to this Change Order	$0
The Contract Sum will be increased by this Change Order in the amount of	$0
The New Contract Sum including this Change Order will be	**$0**
The Contract Time will be extended	(-0-) work days

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 Contract Time

12.1.1 The County may extend, reduce or adjust the contract time without invalidating the Contract Documents and without notice to the Surety. The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice to Project Manager within five (5) days of commencement of the event giving rise to the claim. The notice shall set forth the reasons for the delay, the date of its commencement, the extent of the delay, together with such supporting data as may be required by Project Manager. Change in the contract time shall be incorporated in a change order. Failure to present notice of claim in writing within the stated five days constitutes a waiver for any delay claim.

12.1.2 In the event it is deemed necessary to extend the time for completion of the work, such extensions shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract Documents, or the contract let hereunder, nor shall such extension of time relieve or release the Sureties on the bonds executed pursuant to said provision. The Sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay giving rise to the same as determined by the County.

12.1.3 The amount of time extension, if any, to which the Contractor is entitled shall be determined by the Project Manager. No damages of any sort shall be paid to Contractor for delay, disruption, halting, cessation or temporary abandonment, no matter from what cause. Parties acknowledge that on this project, revisions to the plans and specifications will be needed, and Contractor waives, by entering into the Agreement with County, any damages caused by such revision or any other source during the term of this contract. Notwithstanding any dispute which may arise in connection with a claim for adjustment of the contract time, Contractor shall proceed with the work promptly and directly.

12.2 Liquidated Damages

12.2.1 The work prescribed by the Contract Documents must be completed within the time set forth in the Agreement, or damage will be sustained by the County. Any delay could cause delay to operations of the County depriving the County of the scheduled beginning of the use of the facility under construction. The parties hereto recognize that, because of the foregoing special circumstances, it is impractical and extremely difficult to fix the actual damages.

12.2.2 Accordingly, the parties hereto agree, and by execution of the Agreement the Contractor acknowledges that he understands, has ascertained and agrees, that the Contractor shall pay to the County, as liquidated damages, and not as a penalty or forfeiture, the amounts herein set forth for the failure of the Contractor to substantially complete the entire work within the time specified.

12.2.3 Time is therefore of the essence in these Contract Documents and it is imperative that the work included in these Contract Documents be substantially completed within the specified time.

12.2.4 Since it is impossible or extremely impractical, presently, to determine the actual amount of damages which the County will sustain by reason of such delay, it is, therefore, agreed that the Contractor will pay to the County liquidated damages in the amount as set forth in subparagraph 12.2.6, for each and every calendar day beyond the time set forth in the Agreement, as adjusted, until the time of completion as determined in paragraph 14.5. The Contractor agrees to promptly pay such liquidated damages as are herein provided. In case the same are not so paid, Contractor agrees that the County may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

12.2.5 The parties have endeavored to estimate the actual damages likely to be suffered by the County in the event of a delay in completion beyond the time set forth in the Agreement, and agree that the amount is a reasonable estimate of the County's actual damages and are just and reasonable sums under the circumstances presently existing.

12.2.6 It is agreed that the amount of liquidated damages to be paid by the Contractor to the County for failure to complete the entire work specified by the Contract Completion Date or to meet any deadline set forth in the Agreement for the completion of specified work (as extended, if applicable) is two hundred fifty dollars and no/cents ($250.00) for each calendar day, continuing after the Substantial Completion Date, as indicated in the Agreement, to the date of actual substantial completion, or until the time of completion of the work necessary to meet such a deadline, as the case may be.

12.2.7 In the event the Contractor shall become liable for liquidated damages under this Section, the County in addition to all other remedies provided by law, shall have the right to require the Project Manager to withhold any and all retained percentages of payments, subject to the requirements of Sections 10263 and 22300 of the Public Contracts Code, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. The County shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the County for all liquidated damages due or to become due to the County. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this Section or otherwise. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor shall continue to remain liable to the County until all such liabilities are satisfied in full.

12.2.8 Such amount will be in each case the actual cash value agreed upon as the loss to the County resulting from the Contractor's default.

12.2.9 Disputes, claims and matters in question arising out of or relating to the interpretation or implementation of Article 12 shall be submitted and resolved in accordance with paragraph 8.4.

ARTICLE 13 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee

13.1.2 Contractor warrants and guarantees to County that all materials and equipment will be unless otherwise specified, all work will be of good quality, free from faults or defects, in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in paragraph 13.2. All unsatisfactory work, all faulty or defective work, and all work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as the County may direct.

13.2 Tests and Inspections

13.2.1 If laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be specifically inspected, tested or approved by some public body, Contractor shall assume full responsibility therefore, pay all costs in connection therewith, and furnish the Project Manager with the required certificates of inspection, testing or approval. All other inspections, tests and approvals required by the Contract Documents shall be performed by County and the costs be paid by County unless otherwise specified.

13.2.2 Contractor shall give Project Manager and Architect timely notice of readiness of the work for all inspections, tests or approvals. If any such work required so to be inspected, tested or approved is

covered before such inspections, tests, or approvals are made, without written approval of the Project Manager, it must, if requested by the Project Manager or Architect, be uncovered for observation, and such uncovering and replacement shall be at Contractor's expense.

13.2.3 Neither observations by Project Manager and Architect nor inspections, tests or approvals shall relieve Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

13.2.4 Any defective work, which may be discovered before final acceptance of the work, shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by an inspector. The inspection of the work shall not relieve the Contractor of any of his obligations to perform satisfactory work as herein prescribed.

13.2.5 Failure or neglect on the part of the County or any of its authorized agents to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials if it becomes evident at any time prior to final acceptance of the work; neither shall it is construed as barring the County at any subsequent time from recovery of damages or of such a sum of money as may be needed to build all portions of the work in which fraud was practiced or improper materials used whenever found.

13.3 Access to Work

13.3.1 The County and its representative and the Architect and his representatives will at all times have access to the work. Contractor shall provide proper and safe facilities for such access and observation of the work and also for any inspection or testing thereof by others.

13.4 Uncovering the Work

13.4.1 Work, which is supposed to be tested prior to covering or inspecting, and which has been covered prior to testing or inspection must, if requested by Project Manager or Architect, be uncovered for observation and replaced at Contractor's expense.

13.4.2 The Project Manager may request any work to be uncovered and inspected and tested. If such work is found to be defective, Contractor shall bear the expense of uncovering, exposure, inspection, testing, correction and recovering. If the work is not found to be defective, Contractor shall be allowed an increase in contract price and, if necessary, an extension of time to cover all-time and cost expended. Such increase and extension shall be granted pursuant to Articles 10, 11, and 12.

13.5 County May Stop the Work

13.5.1 If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, County may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated. This right of County to stop the work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

13.6 Correction or Removal of Defective Work

13.6.1 The Project Manager may require the Contractor, prior to approval of final payment, without cost to County and as specified by Project Manager, to either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by Project Manager or Architect, remove it from the site and replace it with nondefective work. If Contractor does not correct such defective work or remove and replace such rejected work within a reasonable time, all as specified in a written notice from Project Manager, County may have the deficiency corrected or the rejected work removed and replaced by other persons. All direct or indirect costs of such correction or removal and

replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by his correction, removal or replacement of his defective work.

13.6.2 The Contractor shall remove from the site within 48 hours, when so directed by the Project Manager, any materials which are not in conformance with the Contract Documents.

13.7 One Year Correction Period

13.7.1 If, after the approval of final payment and prior to the expiration of one year after the date of Notice of Completion or such longer periods of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective work, or, if it has been rejected by County, remove it from the site and replace it with nondefective work. If Contractor does not promptly comply with the terms of such instructions, County may have the defective work corrected or the rejected work removed and replaced by other persons and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. The requirements of this paragraph shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, at law and in equity, and shall not be deemed a limitation of any sort on the rights and remedies of the County against the Contractor

13.7.1.1 The warranties, extended warranties and guarantees in these General Conditions and in the Specification shall be cumulative with such other indemnification, warranties and guarantees as provided by the Contract Documents, or at law or in equity, and shall be deemed a limitation of any sort on the rights and remedies of the County against the Contractor.

13.8 Acceptance of Defective Work

13.8.1 If, instead of requiring correction or removal and replacement of defective work, County prefers to accept it, it may do so. In such case, if acceptance occurs prior to approval of final payment, a change order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to County.

13.9 Work Neglected by Contractor

13.9.1 If Contractor fails to prosecute the work in accordance with the Contract Documents, including any requirements of the construction schedule, County may give Contractor written notice. Contractor shall respond to County within 24 hours' receipt of said notice, and conform to said notice within 7 days. County may, without prejudice to any other remedy it may have, make good deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to County.

ARTICLE 14 - PAYMENTS AND COMPLETION

14.1 Schedules:

14.1.1 Work Schedule and activity cost data developed in connection therewith as described in the General Requirements. No progress payment will be made until after the Schedule has been updated as of the date of application. The activity cost data will be incorporated into the form of Application for Payment furnished by the County.

14.2 Application for Progress Payment:

14.2.1 Once a month Contractor shall submit to Project Manager and Architect for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such data, vouchers and schedules as may reasonably be required. No payment shall be made for any work or material not specifically incorporated in the project, except equipment purchased by Contractor, delivered to and stored in a bonded warehouse acceptable to the Owner. Payment for 95% of the invoiced value of such equipment may be made, subject to the inspection by and approval of the Owner. Equipment that qualified for such payment while not incorporated into the work, is limited to: special order transformers, generators, pumps, valves, and motors. Items which are "stock" or "off the shelf" which are readily available are not, under any circumstances, eligible for payment under this provision.

14.2.2 Mobilization, bonds, and insurance premiums will be paid as part of the first progress payment if these costs are identified as part of the cost allocation required under General Requirements, Section 01310. Each subsequent Application for Payment shall include an affidavit of Contractor stating that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Payment and otherwise. Failure to submit any data and affidavits as may be required by this paragraph shall be grounds for rejection of the Application for Payment. This payment will be made pursuant to paragraph 14.11

14.3 Contractor's Warranty of Title:

14.3.1 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to County at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "liens"). The County may, at any time, require the Contractor to post, at Contractor's expense, a lien release bond as to any lien filed against the project.

14.4 Approval of Payments:

14.4.1 The Project Manager will, within fifteen days after receipt of each Application for Payment, either indicate in writing his approval for payment or return the application to Contractor indicating his reasons for refusing to approve payment. County shall, within 30 days of presentation to it of an approved Application for Payment, review said application and if found acceptable in form and amount, pay Contractor the amount approved.

14.4.2 The County will pay 95% of the amount due the Contractor as progress payments. The remaining monies will be paid pursuant to paragraph 14.9.1.

14.4.3 The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the public agency, by depositing securities of equivalent value with the public agency in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the public agency's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

14.4.4 The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, though the unsatisfactory character of such work or material may not have been apparent or detected at the time such payment was made.

14.4.5 It is mutually understood and agreed that when under any provision of this contract the County shall charge any sum of money against the Contractor, the amount of such charge shall be deducted and retained by the County from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due the Contractor on account of the contract. If on completion

or termination of the contract such moneys due the Contractor are found insufficient to cover the County's charges against him the County shall have the right to recover the balance from the Contractor or his sureties.

14.4.6 The County may withhold up to 125% of the estimated cost of remedial work from payments otherwise due the Contractor, if in the judgment of the Project Manager or Architect the Contractor has failed to make satisfactory progress on the completion of remedial work, or is otherwise in violation of any requirement, duty, obligation or covenant contained in the Contract Documents. Such withholding is supplementary to the retention amount required by these Contract Documents.

14.4.7 County may refuse to approve the whole or any part of any payment because of subsequently discovered evidence, change in circumstances or the results of subsequent inspections or tests, and may nullify any such payments previously approved to such extent as may be necessary in their opinion to protect County from loss, because:

14.4.7.1 the work is defective, or completed work has been damaged requiring correction or replacement;

14.4.7.2 claims or liens have been filed, or there is reasonable cause to believe such may be filed;

14.4.7.3 the contract price has been reduced because of modification;

14.4.7.4 County has been required to correct defective work or complete the work;

14.4.7.5 of unsatisfactory prosecution of the work including failure to furnish acceptable submittals; or

14.4.7.6 the Contractor has failed to comply with the Contract Documents, direction of County or with the requirements of the law.

14.5 Notice of Completion:

14.5.1 Contractor will certify in writing to County, prior to final payment, that the entire project is substantially complete and request that County issue a Notice of Completion. Within a reasonable time thereafter, Project Manager, Contractor, and Architect shall make a review of completeness. If Project Manager does not consider the project substantially complete, Project Manager will notify Contractor in writing giving his reasons. If Project Manager considers the project substantially complete, Project Manager will prepare a provisional Notice of Completion which shall fix the tentative date of Substantial Completion and the responsibilities for maintenance and utilities. There shall be attached to the provisional certificate a list of items to be completed or corrected before final payment, and the provisional certificate shall fix the time within which such items be completed or corrected, said time to be within the contract time. Section 01700 shall apply to this paragraph.

14.5.2 Contractor shall have seven days after receipt of the provisional certificate during which he may make written objection to Project Manager as to any provisions of the provisional certificate or attached list. If, after considering such objection, Project Manager concludes that the project is not substantially complete, Project Manager will within seven days after submission of the objection notify Contractor thereof in writing stating the reasons. Upon Contractor's completion of the items listed on the provisional certificate, and upon satisfaction of the terms and conditions of the provisional certificate, the Project Manager shall issue a final Notice of Completion, which shall fix date as may be necessary or appropriate. Project Manager's determination of the date of Substantial Completion and other items under this paragraph shall be final and conclusive on Contractor. Section 01700 shall apply to this paragraph.

14.5.3 Project Manager shall have the right to exclude Contractor from the project site after the date of Substantial Completion, but Project Manager shall allow Contractor reasonable access to complete punch list items or perform correction and warranty work.

14.6 Partial Utilization:

14.6.1 Prior to final payment, Project Manager may request Contractor in writing to permit County to use a specified part of the project which it believes it may use without significant interference with construction of the other parts of the project. If Contractor agrees, it will certify to Project Manager and Architect that said part of the project is substantially complete and request Project Manager to issue a certificate of Substantial Completion for that part of the project. Within a reasonable time thereafter Project Manager, Contractor and Architect shall make an inspection of that part of the project to determine its status of completion. If Project Manager determines that such part is substantially complete, Project Manager shall issue a Certificate of Substantial Completion. If Project Manager does not consider that it is substantially complete, Project Manager will notify Contractor thereof in writing, giving its reasons. In case of partial utilization by the County, the provisions of General Requirements Section 01700 will govern with respect to the responsibilities of Contractor and County.

14.6.2 Partial utilization shall not limit any warranty or guarantee by the Contractor, nor shall it constitute a waiver of any right of the County, its successors or assigns.

14.7 Final Inspection:

14.7.1 The Contractor shall give written notice that the project is complete. Project Manager and Architect will make a final review of completeness with Contractor, and will notify Contractor in writing of all particulars in which this review reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

14.8.1 The Contractor shall complete all such corrections to the satisfaction of the Project Manager and deliver all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection and other documents required by the Contract Documents or by the Project Manager. He may then make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by such data as the Project Manager may reasonably require, together with complete releases - waivers of liens in a form satisfactory to the Project Manager. Contractor shall also be required to furnish receipts or releases in full; and affidavit that the releases and receipts include all labor, all payrolls, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which County or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety to final payment. If any subcontractor, material man, fabricator or supplier fails to furnish a release or receipt in full, Contractor may be required at Project Manager's sole discretion to furnish a bond or other collateral satisfactory to Project Manager to indemnify County against any lien, stop notice, or any other loss or liability. This payment is made pursuant to paragraph 14.11 and Section 01700.

14.9 Approval of Final Payment:

14.9.1 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is satisfied that the work has been fully and satisfactorily completed and that Contractor has fulfilled all his obligations under the Contract Documents, Project Manager will file a Notice of Completion and, within fifteen days after receipt of the final Application for Payment, approved by Project Manager, indicate in writing its approval for payment.

14.9.2 If, on the basis of observation and review of the work during construction, final inspection and review of the final Application for Payment, as required by the Contract Documents, Project Manager is not satisfied that the work has been fully and satisfactorily completed, and that Contractor has not fulfilled all his obligations under the Contract Documents, Project Manager will, within fifteen days after receipt of the final Application for Payment, indicate in writing his disapproval for payment. Thereupon Project Manager will give written notice to Contractor indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application.

14.9.3 County shall make payment, including retention, to Contractor, pursuant to an approved final application for Payment, within 15 days of its approval, or on the 30th day following the recording of the Notice of Completion, whichever date is later. The approval and payment procedures described in paragraphs 14.10, 14.11, and 11.4 shall apply to this paragraph.

14.9.4 The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the Project Manager, execute and deliver at the time of final payment and as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the County, discharging the County, Project Manager, and their elected officials, officers, agents, and employees of and from all liabilities, obligations and claims arising under this contract.

14.10 Contractor's Continuing Obligation:

14.10.1 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by County, nor the issuance of a Notice of Completion, nor any payment by County to Contractor under the Contract Documents, nor any use or occupancy of the project by County shall constitute an acceptance of work not in accordance with the Contract Documents.

14.11 Waiver of Claims:

14.11.1 The making and acceptance of each progress payment and of final payment shall constitute a waiver of all prior claims by Contractor against County which have not been brought to the notice of the County as provided in the Contract Documents.

14.11.2 If any claim or lien or stop-notice or any other demand for payment or security therefore, including claims or demands upon the performance and payment bond sureties, is made or filed with or against County, the project or the premises by any person claiming that Contractor or any subcontractor or other person under it has failed to perform its contractual obligations or to make payment for any labor, services, materials equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such non-performance or non-payment or of any claim or lien or stop-notice or other demand for which, if established, County might become liable and which is chargeable to Contractor; or if Contractor or any subcontractor or other person under it causes damage to the work or to any other work on the project; or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Project Manager shall have the right to retain from any payment then due or thereafter to become due an amount which in his sole discretion he deems sufficient to:

14.11.2.1 satisfy, discharge and defend against any such claim or lien or stop-notice or other demand, or any action which may be brought or judgment which may be recovered thereon;

14.11.2.2 make good any such non-payment, nonperformance, damage, failure or default; and

14.11.2.3 compensate County for and indemnify it against any and all losses, liability, damages, costs and expenses (including attorneys', accountants', consultants' and experts' fees and costs) which may be sustained or incurred in connection therewith.

14.11.3 County shall have the right to apply and charge against Contractor as much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefore, Contractor shall be liable for the difference and upon written demand immediately pay the same to the County. The provisions of this paragraph are in addition to such other rights and entitlements as the County may enjoy against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.11.4 Should any subcontractor, material man, supplier or other such person file or maintain any action on or respecting a claim of mechanic's lien, stop-notice, against payment or performance bond, Contractor shall immediately and at his own expense procure, furnish and record appropriate release bonds in accordance with California Civil Code Section 8000 et. seq., and California Code of Civil Procedure Sections 405 through 405.24, inclusive. Upon Contractor's failure immediately to procure, furnish and record such release bonds, County shall have right to procure and record such release bonds, and to retain from Contractor's payment the cost thereof. The provisions of this paragraph are in addition to such other rights and entitlements as enjoyed by the County against Contractor as elsewhere provided in the Contract Documents, and at law and in equity.

14.12 Price Reduction For Defective Cost or Pricing Data

14.12.1 If the Owner determines that any price (including profit) negotiated in connection with the contract, or any cost reimbursable under this contract, was increased by any significant sums because the Contractor, or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction shall be subject to the Disputes Resolution clause of this contract.

14.12.2 Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower tier subcontractors.

14.13 Covenant Against Contingent Fees

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

14.14 Gratuities

14.14.1 If the Owner finds, after notice and hearing, that the Contractor or any of the Contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner in an attempt to secure a contract or favorable treatment in the awarding, amending, or making any determinations related to the performance of this contract, the County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract. The County may also pursue other rights and remedies that the law or this contract

provides. However, the existence of the facts upon which the County makes such findings shall be in issue and may be reviewed in proceedings under the remedy clause of this contract.

14.14.2 In the event this contract is terminated as provided in this clause, the County shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the County) which shall be not less than 3 nor more than 10 times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 County May Suspend Work

15.1.1 The County may, at any time and without cause, suspend the work or any portion thereof by notice in writing to Contractor. Contractor shall resume the work when so ordered in writing by County.

15.2 County May Terminate

15.2.1 The County may, without prejudice to any other right or remedy and after giving Contractor and his Surety seven calendar days written notice, terminate the services of Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor, and finish the work by whatever method it may deem expedient, if the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he fails to supply sufficient skilled workmen or suitable materials or equipment, or if he fails to make prompt payments to subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of Project Manager, or if he otherwise violates any provisions of the Contract Documents. In such case Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to Contractor. If the costs exceed such balance, Contractor shall pay the difference to County.

15.2.2 The termination of the Contractor's services by the County shall not affect any rights of the County against the Contractor then existing or which thereafter accrue. The retention of any payment of money by County due Contractor will not release the Contractor from liability.

15.2.3 The County may, after seven calendar days' written notice to Contractor, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, Contractor shall be paid for all work then executed, any expense sustained, plus a reasonable profit.

15.2.4 The Contractor may not, under any condition, terminate or stop work because of a dispute, claim or any matter in controversy under the Contract Documents, then under submission, or previously resolved by a final and conclusive decision under paragraph 8.4.

ARTICLE 16 - MISCELLANEOUS

16.1 Giving Notice

16.1.1 Notice shall be deemed to have been validly given if delivered in writing to the individual or member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice. Notice shall be effective as of the date of personal service or mailing.

16.2 General

16.2.1 All moneys not paid when due hereunder shall bear interest at the rate of 7% annually.

16.2.2 All specifications, drawings, and copies thereof furnished by the Architect shall be the property of County. They shall not be used on another project, and, with the exception of those sets that have been signed in connection with the execution of the Agreement, shall be returned to the County on request upon completion of the project.

16.2.3 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and the rights and remedies available to County and Project Manager thereunder, shall be in addition to, and shall not be construed in any other way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.2.4 Should County or Contractor suffer injury or damage to his person or property because of any error, omission or act of the other or any of his employees or agents or others for whose acts he is legally liable, notice of said injury shall be made in writing to the County within five days of the first observance of such injury or damage.

16.2.5 The Contract Documents shall be governed by the laws of the State of California. In case any provision of the Contract Documents, including without limitation these General Conditions, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any other way be affected or impaired.

16.2.6 No waiver by County of any provision of the Contract Documents, including without limitations these General Conditions, shall constitute a waiver of any other provision thereof.

16.2.7 The waiver of any instance is not a waiver in the second instance.

ARTICLE 17 - EQUAL OPPORTUNITY

17.1 The Contractor shall maintain policies of employment as follows:

17.1.2 The Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

17.2 See also Federal, State and County requirements in - SUPPLEMENTARY CONDITIONS.

SUPPLEMENTARY CONDITIONS

1. Statements and Payrolls

1.1 The Contractor and each subcontractor shall preserve his payroll records for a period of three years from the date of completion of this contract.

1.2 The Contractor shall submit weekly a copy of all payrolls to the Project Manager. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those determined by the Department of Industrial Relations. The Contractor and subcontractor may use standard forms furnished by the Project Manager or any other form approved by the Project Manager. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

1.3 The payrolls and payroll records shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employees' address and social security number need only appear on the first payroll on which his name appears.

1.4 If, on or before the 20th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 6th of that month, the Owner will retain an amount equal to 5 percent of the estimated value of the work performed during the month from the next monthly estimate, except that such retention shall not exceed $10,000 nor be less than $1,000. Retention for failure to submit satisfactory payrolls shall be additional to all other retention's provided for in this contract. The retention for failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments next following the date that all the satisfactory payrolls for which the retention was made are submitted.

2. Accident Prevention

2.1 Precautions shall be exercised at all times for protection of persons (including employees) and property. These shall include, but not be limited to, installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. Contractor shall comply with all applicable laws relating to safety precautions, including safety regulations of CAL-OSHA.

2.2 Where conditions of the work present unreasonable risk or death to persons, or property damage, in the judgment of the Owner, it may direct Contractor at his sole expense, to close down the work and not commence work again until the hazardous condition is eliminated.

2.3 Nothing herein shall be deemed to allow use of shoring, sloping or protective system less effective than that required by the Construction Safety Orders of CAL-OSHA.

3. Air Pollution - State Requirements

3.1 In connection with Public Contracts Code Section 10231, Contractor and his subcontractors shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Government Code Section 11017. Fugitive Dust Permit and construction emission dust/control plan will be required by the Tehama County Air Pollution Control District (TCAPCD). They advised that open burning without a permit is restricted.

4. Anti-Trust Claims

4.1 By execution of this contract, Contractor agrees to and does hereby assign to awarding body all right, title, and interest in and to all causes of action it may have under the Clayton Act (15 U.S.C. Sec. 15) Section 4 or under the Cartwright Act (Business and Professions Code) Section 16700 et. seq., arising from purchases of goods, services, or materials made in performance of this contract. The parties shall deem this assignment effective at the time of the tender of final payment to Contractor without further acknowledgment. Contractor shall include, or cause to be included, similar provision in any subcontract entered into for any part of the work of this contract.

5. Anti-Kick Back

5.1 The Contractor must comply with the provisions in the Copeland "Anti-Kick Back Act" (18 USC 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

6. Equal Opportunity - Federal Requirements

6.1 Selection of Labor: During the performance of this contract, the Contractor shall not discriminate against labor from any other State, possession or territory of the United States.

6.2 Employment Practices: During the performance of this contract, Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex or national origin.

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

d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CRF, Part 60) and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts of Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Section in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

No otherwise qualified handicapped individual in the United States as defined in Section 7 (5) of the Rehabilitation Act of 1973 (P.L. 93-112) shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under this contract.

6.3 Air Pollution - Federal Requirements: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

6.4 Assurance of Minority Business Enterprise Participation

6.4.1 The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

6.4.2 The bidder hereby gives assurance pursuant to the requirements of the code of federal regulations, that bidder has made a reasonable effort to employ Minority Business Enterprises. Bidder further gives assurance that bidder will submit the documentation listing Minority

Business Enterprises with which the bidder will subcontract if the contract is awarded to bidder and if bidder is unable to obtain MBE participation, of the steps bidder has taken to obtain MBE participation.

7. Fair Employment Practices - State Requirements

7.1 In connection with the performance of work under this contract, Contractor agrees as follows:

a. Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, physical handicap, medical condition, marital status, ancestry, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provision of this Fair Employment Practices section.

b. Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice, to be provided by awarding authority, advising said labor union or workers' representative of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

c. Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, awarding authority or any other appropriate agency of the State of California designated by awarding authority for purposes of investigation to ascertain compliance with Fair Employment Practices section of this contract.

d. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment and Housing Act shall be regarded by awarding authority as a basis for determining Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or re prequalification rating for the Contractor.

Contractor shall immediately notify Awarding Authority if it the Fair Employment and Housing Commission has determined that a complaint alleging that Contractor has violated the Fair Employment and Housing Act is valid. Contractor shall immediately provide to Awarding Authority any agreement Contractor entered into under Government Code section 12964 and immediately notify Awarding Authority of any civil action brought against Contractor pursuant to Government Code section 12964.

Awarding authority shall deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of notice any such notice from Contractor, the Fair Employment and Housing Commission, and or Superior or Federal Court.

Upon receipt of such written notice, Awarding authority shall notify Contractor that unless he demonstrates to the satisfaction of Awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

e. Contractor agrees, that should the awarding authority determine the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such moneys may be recovered from Contractor. Awarding authority may deduct any such damages from any moneys due Contractor from the State of California.

f. Nothing contained in this Fair Employment Practices Section shall be construed in any manner or fashion so as to prevent awarding authority of the State of California from pursuing other remedies that may be available at law.

Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to require or permit hiring of an employee not permitted by the National Labor Relations Act.

g. Prior to award of the contract, Contractor shall certify to awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by awarding authority:

(1) Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen, and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.

(2) Contractor shall provide evidence, as required by awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment Development) of the content of the anti-discrimination clause.

(3) Personally, or through his representative, Contractor shall, through negotiations with unions with whom he has agreements, attempt to develop an agreement, which will:

(a) Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

(b) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.

(4) Contractor shall notify contracting agency of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its prequalification.

h. Contractor shall include the provisions of the foregoing paragraphs (a) through (g) in every first tier subcontract, so that such provisions will be binding upon each such subcontractor.

8. Additional Division of Labor Standards Enforcement Requirements

8.1 On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations, the prime contractor is required to post job site notices prescribed by regulation (See 8 Calif. Code Reg. §16451(d).

8.2 All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (AKA Division of Labor Standards Enforcement) in compliance with California Labor Code Section 1776, with exceptions as specified in Labor Code section 1771.4(a)(4).

DIVISION 01 – GENERAL REQUIREMENTS

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SECTION 01090

REFERENCE STANDARDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Quality assurance.

B. Schedule of references.

1.02 RELATED SECTIONS

A. Standards as noted in individual Sections of these Specifications.

1.03 QUALITY ASSURANCE

Contractor shall:

A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, unless specifically noted.

C. Obtain copies of standards when required by Contract Documents.

D. Maintain a copy of the applicable reference standards at jobsite during submittals, planning, and progress of the specified work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from the County before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

AA Aluminum Association
818 Connecticut Avenue, N.W.
Washington, DC 20006

AABC Associated Air Balance Council
1000 Vermont Avenue, N.W.
Washington, DC 20005

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, DC 20001

ACI American Concrete Institute
Box 19150

Reford Station
Detroit, MI 48219

AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006
AICS	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road, N.W. Miami, FL 33135
AWWA	American Water Works Association 666 West Quincy Avenue Denver, CO 80235

CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue, N.W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumberg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
FGMA	Flat Glass marketing Association 3310 Harrison White Lakes Professional Building Topeka, KS 66611
FM	Factory Mutual System 1151 Boston-Providence Turnpike P.O. Box 688 Norwood, MA 01062
FS	Federal Specification General Services Administration Specifications and Consumer Information Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
MFMA	Maple Flooring Manufacturers Association 60 Rivere Drive Northbrook IL 60062
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NCMA	National Concrete Masonry Association P.O. Box 781 Herndon, VA 22070

NEBB	National Environmental Balancing Bureau 8224 Old Courthouse Road Vienna, VA 22180
NEMA	National Electrical Manufacturers' Association 2101 "L" Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PS	Product Standard U.S. Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute P.O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107
SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 8224 Old Court House Road Vienna, VA 22180
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories Inc. 333 Pfingston Road Northbrook, IL 60062
WIC	Woodwork Institute of California 1331 T Street Sacramento, CA 95807

WCLIB West Coast Lumber Inspection Bureau
6980 S.W. Varns Road
Box 23145
Portland, OR 97223

WWPA Western Wood Products Association
1500 Yeon Building
Portland, OR 97204

1.05 SCHEDULE OF GOVERNING CODES

A. See Drawings for a list of applicable codes and regulations which shall govern, except where otherwise indicated.

B. Refer to individual Specification Sections for additional codes and regulations which shall apply to the individual Work of said Sections.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

A. All work shall be done in accordance with governing codes. A copy of each shall be kept at the jobsite at all times.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

1.01 GENERAL

A. Meetings:

1. Project Manager will schedule regular project meetings as required. Contractor shall attend with appropriate staff, subcontractors, and suppliers.

2. Meetings shall include, but not be limited to:

a. Pre-construction conference

b. Work progress.

c. Schedule and coordination.

d. Payment review.

e. Changes in the work.

f. Pre-installation.

B. Administration: Project Manager will prepare agenda, conduct meetings, and distribute recorded proceedings and decisions to meeting participants and affected persons.

C. Project Manager and ARCHITECT: Will attend each meeting.

D. Space and Facilities: By Contractor at job site except Pre-construction *Conference* by Project Manager.

1.02 PRE-CONSTRUCTION CONFERENCE

A. With Contractor and subcontractors, within 10 days after Notice to Proceed. Time as determined by Project Manager.

1.03 PROGRESS MEETING

A. General: Not less than once a month on a regular, scheduled basis.

B. Attendance: Project Manager, Owner, ARCHITECT, Contractor, and subcontractors, sub-subcontractors, suppliers and others as required by the Project Manager.

1.04 GUARANTEE, BONDS, SERVICE AND MAINTENANCE CONTRACTS MEETING

A. General: Eleven months following date of final acceptance, meet to review guarantees, bonds, and service and maintenance contracts for materials and equipment.

B. Action: Repair or replace defective work. Extend service and maintenance contracts as desired.

C. Attendance: Project Manager, ARCHITECT, ARCHITECT's professional consultants as appropriate, Contractor, subcontractors, suppliers and others as appropriate to the agenda.

1.05 SPECIAL

Called by Project Manager as warranted by developed conditions.

END OF SECTION

SECTION 01300

SUBMITTALS

1.01 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Schedule of Values.

D. Submittals and Shop Drawings.

E. Product Data.

F. Samples.

G. Mock-Ups.

H. Manufacturers' instructions.

I. Manufacturers' certificates.

1.02 RELATED SECTIONS

A. Section 1039 - Coordination and Meetings

B. Section 01310 - Construction Schedule

C. Section 01400 - Quality Control: Manufacturers' field services and reports.

D. Section 01600 - Material and Equipment / Substitutions.

E. Section 01700 - Contract Closeout: Contract warranty and manufacturer's certificates closeout submittals.

1.03 SUBMITTAL PROCEDURES

A. Timing:

1. Make submittals within the times specified herein. Do not submit all at one time. Submit in accordance with the sequence of procurement, fabrication and construction.

2. Make submittals far enough in advance of scheduled dates of installation to allow the time required for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

B. Identification:

1. Identify each submittal and resubmittal with the following information:

a. Project name and address as they appear on the Contract Documents.

b. Contract name and number.

c. Contractor's name and address.
d. Date of submission.

e. Numbering System: Submittals shall be identified by specification section (i.e., 02810-001, 07210-001, 11191-001, etc.) Any resubmittals shall be numbered sequentially according to the original submittal section, followed by the subscript ".1, .2, .3, etc. submittal number (i.e., 001.1, 001.2, etc.). Submittals and resubmittals shall be kept intact with the original number. Do not add new drawing or information outside the scope of the original submittal, unless specifically requested. Do not assign a new number for a resubmittal.

f. Reference: List Specification Section number and product reference as a cross-reference for each submittal.

2. Identify each submittal with the following additional identification:

a. Contractor's stamp with initials or signature, certifying to review of submittal, compliance with Contract Documents, and coordination with other impacted work, and verification of field measurements. The architect will return any submittal not bearing this stamp without being reviewed.

b. Drawing and Specifications SECTION numbers to which the submittal applies.

c. Subcontractor's or suppliers name and address.

d. Name and telephone number of the individual to contact for additional information regarding the submittal.

e. Whether it is an original or a resubmittal.

C. Coordination of Submittals:

1. General: Prior to submittal for the Architect's or consultant's review, as applicable, fully coordinate material as follows:

a. Determine and verify field dimensions and conditions, materials, catalog numbers, and similar data.

b. Coordinate shop drawing submittals with previously issued Addenda and Information Bulletins.

c. Coordinate with the various types of Work, and public agencies involved.

d. Secure necessary approvals from public agencies and others and signify by stamp, or other means, that approvals have been secured.

e. Unless otherwise specifically permitted by the Architect, make submittals in groups containing all associated items.

2. Completeness: Submittals shall be complete; partial submittals will be rejected for not complying with the Contract Documents.

D. Coordinate preparation and processing submittals with performance of construction activities.

1. Make submittals in groups containing associate items to ensure that information is available for checking each item when received.

    a. Partial submittals may be rejected as not complying with requirements of Contract documents and Contractor shall be liable for any resulting delays.

2. Requests for deviation from Contract Documents shall be submitted for consideration before submittal of affected items. Only deviations, which have been previously accepted in writing, shall be included in submittals.

E. Place permanent label or title block on each submittal for identification. Indicate name or entity preparing each submittal in label or title block. See Paragraph 1.01.C herein for further information requirements on each submittal label or title block.

1. Provide space on label or beside title block to record Contractor's and Architect's review and approval markings and action taken.

F. Contractor's Review:

1. Review submittals for accuracy, completeness, and conformity with Contract Documents.

    a. Submittal shall be construed as stipulating Contractor has thoroughly and completely reviewed, and coordinated data.

    b. Submittals that indicate less than Contractor's full compliance will be returned without action.

    c. Delays caused by failure to comply will not be acceptable basis for extension of Completion Time.

G. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

H. Package each submittal appropriately for transmittal and handling.

I. Project Architect's Review:

1. Submittals are reviewed for general conformance with design concept and general compliance with information given in Contract Documents only.

2. Review of separate item shall not indicate acceptance of assembly of which item is part.

J. Review shall not relieve Contractor from responsibility for errors or deviations from requirements of Contract Documents.

K. Submittal Log: Maintain accurate submittal log for duration of Contract. Indicate current status of all submittals at all times. Make submittal log available for the Project Manager's review upon request.

L. Resubmittals:

1. Subject to same terms and conditions as original submittal.

2. Project Architect will accept not more than one resubmittal.

a. Should additional resubmittals be required, Contractor shall reimburse Owner for Project Architect's account for time spent in processing additional resubmittals at rate of 2.5 times rate of Direct Personnel Expense (DPE). Direct Personnel Expense is defined as direct salaries of Project Architect's personnel engaged on Project and portion of costs of mandatory, and customary contributions and benefits related thereto, including employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

3. Claims will not be considered for Contractor's additional time or expense associated with resubmittals.

M. Revisions:

1. Make only those revisions required or accepted by Project Architect.

2. Identify all changes made since previous submittal.

N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

O. Review or approval of any of the Contractor's submittals shall not relieve the Contractor of any of his/her responsibilities under the Contract for the successful completion of the Work in conformity with the requirements of the Drawings and Specifications. Any such review or approval shall not serve to waive any of the requirements of the Drawings or Specifications, nor to relieve the Contractor of any obligation thereunder. Defective, sub-standard, or non-complying work, materials, or equipment may be rejected, notwithstanding their previous review and/or approval.

P. Special Submittals: In addition to submittals required by the Contract Documents, Contractor shall submit the following:

1. Submittals required by governmental authorities and agencies of jurisdiction, as applicable.

Q. Substitutions: Refer to Section 01600.

1.04 CONSTRUCTION PROGRESS SCHEDULES

A. Refer to Section 01310.

1.05 SCHEDULE OF VALUES

A. Submit a typed schedule on AIA Form G703 or other approved 8-1/2" x 11" format; Contractor's standard media-driven printout will be considered on request.

B. Format: Table of Contents of Volume 2 Specifications, with modifications as may be directed by Owner; identify each line item with number and title of major Specification sections.

C. Include in each line item a directly proportional amount of contractor general conditions, overhead, and profit.

D. Revise schedule to list change orders for each Application for Payment.

1.06 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER SUBMITTALS

A. General:

1. Submit only as required by the various Specification SECTIONS. Do not submit shop drawings, product data, samples or other submittals, unless specifically required.

2. Submit in accordance with the accepted submittal schedule. Send copies of transmittals to the Owner.

3. Submit in the manner and quantities specified hereinafter.

4. Allow a minimum of 15 working days for processing by the Architect and his consultants, as applicable. Some submittals may require more processing time based upon consultant's input and the complexity of the submittal. If certain submittals are critical, they should be so identified at time of submission. If a specific submittal cannot be reviewed and returned within 15 working days, the Architect will develop with the Contractor a timely "turn-around" that will not impact the construction schedule.

B. Shop Drawings:

1. Submit in the quantity required to be returned, together with 2 additional copies of black-line or blue-line prints.

2. The Architect or his consultants, as applicable, will review the Shop Drawings; mark the drawings with required revisions; stamp the drawings and indicate "No Exceptions Noted," "Furnish as Corrected," "Revise and Resubmit," or "Rejected," and return the drawings. "Revise and Resubmit" or "Rejected" stamps shall not be construed by the Contractor as a valid reason for an extension of time.

3. Review the returned drawings and take appropriate action as indicated.

a. If drawings are marked "Revise and Resubmit," make revisions and indicate them with a "cloud," stamp and date, and resubmit in the same manner and number as for the original submittal.

b. If drawings are marked "Rejected," make a new submittal and submit in the same manner and number as for the original submittal.

c. If drawings are marked "No Exceptions Noted" or "Furnish as Corrected", print and distribute copies for Owner and Inspector, as well as those required for Contractor and Subcontractors.

4. The Architect or his consultants, as applicable, may review at their discretion up to one resubmittal and take action, as appropriate, in the same manner as for the original submittal. If more than one resubmittal is required, any associated costs as a result of additional reviews shall be an extra service of the Architect or his consultants, as applicable, and will be processed as a deductive Change Order in accordance with the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

5. As with the original submittal, review the returned drawings and take appropriate action as indicated. As specified hereinabove, resubmit and revise until final action by the Architect or his consultants, as applicable. Final action is signified by the markings "No Exceptions Noted," or "Furnish as Corrected," on the returned drawings.

6. Following final action by the Architect or his consultants, as applicable, the Contractor shall make copies and distribute as required for accomplishment and inspection of the indicated Work.

7. Only those Shop Drawings which bear stamps showing final review of the Contractor, Architect, or the Architect's consultants, as applicable, shall be used.

8. Reproduction and Mailing Costs: The Contractor shall pay the reproduction and mailing costs of reproducibles and all prints.

9. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.

   a. Preparation of coordination Drawings is specified in Section 01040 “Project Coordination” and may include components previously shown in detail on Shop Drawings or Product Data.

   b. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

C. Product Data:

1. Submit in the quantity required to be returned, together with two additional copies each of brochures, catalog cuts, and similar material.

2. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer’s installation instructions, catalog cuts, standard color charts, rough-in diagrams and templates, wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as “Shop Drawings.”

   a. Submit number of copies which Contractor requires, plus four copies which will be retained.

   b. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

      1. Manufacturer’s printed recommendations
      2. Compliance with recognized trade association standards
      3. Compliance with recognized testing agency standards
      4. Application of testing agency labels and seals
      5. Notation of dimensions verified by field measurement
      6. Notation of coordination requirements

   c. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Review and processing of Product Data shall be the same as that for Shop Drawings.

D. Samples:

1. Submit in the size specified in the individual Specification SECTIONS, and in the quantity required to be returned to the Contractor, together with two additional Samples, which will be retained by the Architect or his consultants, as applicable.

2. Ship samples to the Architect's office, carriage prepaid.

3. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

4. Preliminary Submittals:

   a. Unless precise color, pattern, and texture or similar characteristics are specifically described, submit full set of choices for material or product.

   b. Preliminary submittals will be reviewed and returned with Project Architect's mark indicating selection and other action.

   c. Architect reserves right not to make individual determination or selections until all samples of all materials are submitted.

   d. Submit samples of all selected colors, patterns, textures or other similar characteristics as selected by Project Architect.

5. Submit number of samples required by Contractor plus three that will be retained.

   a. Where variation in color, pattern, texture or other characteristics are inherent in material or product, submit multiple units (not less than 3), that show approximate limits of variations.

   b. Accepted samples will form standard of comparison for finished Work.

   c. Defects, and deviations in excess of those in accepted samples, are unacceptable and are subject to rejection of completed Work.

6. Include identification on each sample, with full Project information, including:

   a. Project name and location

   b. Manufacturer and supplier

   c. Name, finish, and composition of material

   d. Location where material is to be used

   e. Specification Section number.

7. Reviewed samples which may be used in the Work are indicated in individual specification sections.

8. Field Samples: Provide field samples as required by individual sections. Install samples in locations as directed, completed and finished.

E. Other Submittals: Submit as specified in the individual Specification Sections.

1. Distribute after review.

2. Unless specifically authorized in advance by the Owner, no fabrication or installation of any Product, material, component, or system of the Project shall begin until the specific submittals and shop drawings therefore (and/or other

required submittal items, as may be applicable) have been reviewed by the Architect, and returned to the Contractor with indication that no exception is taken, or that the subject Work may be furnished as corrected on the shop drawings.

3. The Contractor shall inform each of his/her subcontractors and suppliers of the various requirements found throughout the Specifications concerning the submission of shop drawings and related submittals for review by the Architect.

4. Submittals and shop drawings prepared by the Contractor or his/her subcontractors or suppliers for submission to the Architect shall be checked by the Contractor before submission. In particular, the Contractor shall ascertain that the submittals and shop drawings meet all requirements of the Contract Documents and conform to the actual dimensions and conditions at the job site. Contractor shall be fully responsible for observing the need for and making any changes required by the equipment Contractor proposes to supply. If the submittals and shop drawings show variations from Contract Drawings or Specifications, whether because of standard practice or other reasons, the Contractor shall make special mention thereof in his/her letter of transmittal; if no specific mention of such variation is made the Contractor will not be relieved of the responsibility for completing the work in full accordance with the Contract Documents, even though such shop drawings are noted "REVIEWED", "NO EXCEPTIONS TAKEN", or similar notation by the Architect.

5. Submittals and shop drawings shall be drawn to scale, shall show all necessary working and final dimensions and such details, sections, plans, and elevations (all properly cross-referenced to the Contract Drawings) as are necessary to clearly delineate arrangements, construction, and connection with other Work; and shall illustrate all Work contiguous with and having a bearing on Work indicated. Submittals and shop drawings shall indicate the Project name, the names of the Contractor and the subcontractor, the name or description of the equipment or articles shown, the manufacturers' names, and the kinds, types, grades, thickness, and finishes of materials or equipment to be installed in the work. Marked up copies of standard or “generic” product data, catalog cuts, manufacturer’s drawings, etc., showing non-Project-specific conditions will not be acceptable, unless their specific application to the Project is clearly indicated.

6. Manufacturers' brochures shall be acceptable for submittals, provided that they comply with the requirements listed above and with applicable Sections of the Specifications. If manufacturers' brochures are used, they shall clearly and explicitly delineate what is being submitted.

7. Timeliness: Submittals and shop drawings shall be submitted in such time as to cause no delay in the orderly progress of Work, layout, or fabrication under the Contract. Proper allowances shall be made for checking by the Architect and such correcting, resubmission and re-checking as may be necessary.

8. The review of submittals and shop drawings by the Architect will be general, and shall not relieve the Contractor from his/her sole responsibility for errors or omissions of any sort; nor for proper fitting and construction of the Work; nor for the furnishing of materials or Work required by the Contract Documents but not shown; nor for required quantity of material; nor for correctness of dimensions. Any request by the Architect for change and corrections on shop drawings shall not be construed as an order of extra work under the Contract.

1.07 MOCK-UPS

A. Provide as required by individual Sections of the Specifications.

B. Refer also to Section 01400, Quality Control.

1.08 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual Specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, an finish, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

A. When specified in individual Specification Sections, submit manufacturers' certificate to the Owner for review, in quantities specified for Product Data.

B. Indicate that material(s) or Product(s) conform to or exceed specified requirements. Submit supporting reference data, affidavits, and certifications, as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULE

1.01 SCOPE

A. The work under this section consists of the planning, scheduling and reporting procedures required in conjunction with the progress of the work. It is the intent that the Contractor shall develop a schedule-demonstrating fulfillment of all contract requirements. The levels of detail and submittal procedures are described hereinafter.

B. The schedule shall be updated a minimum of once a month at a joint meeting with the Project Manager, General Contractor and required subcontractors.

C. Development and maintenance of the construction schedule and supplementary information as detailed hereinafter is the responsibility of the Contractor.

D. The Contractor shall use the accepted schedule at all times in planning, coordinating and performing the work under this contract including all activities of the subcontractors, vendors and suppliers.

1.02 THE COMPLETE PROJECT SCHEDULE

A. Within 10 working days after receipt of Notice to Proceed, the Contractor shall submit the schedule in accordance with all requirements of this section. The schedule shall reflect the Contractor's approach to scheduling the COMPLETE project, including all submittals; procurement and all required testing and operational requirements called for elsewhere in the documents.

B. Within 5 working days after receipt of the schedule, the Project Manager will meet with the Contractor for joint review, correction or adjustment of the proposed schedule. Within five (5) working days after the joint review, the Contractor shall if necessary revise and shall resubmit the COMPLETE Schedule to the Project Manager. The resubmission will be reviewed by the Project Manager, and, if found to be as previously agreed upon, will be accepted.

C. The accepted schedule shall constitute the project work schedule until subsequently revised in accordance with requirements of this section.

1.04 SCHEDULE REQUIREMENTS

A. The schedule shall show the sequence and interdependence of activities required for complete performance of all items of work under the contract or portion thereof

B. The Contractor shall submit the following supporting data with the submittal of his original CPM construction schedule:

1. The proposed number of working days per week.

2. The holidays to be observed during the duration of the contract (by day, month and year).

3. The planned number of shifts per day.

4. The number of hours per shift.

5. The planned usage of major construction equipment on the site, on a monthly basis.

6. The average weekly manpower usage for each trade to be employed on the project.

Any changes to the above information shall be submitted with successive updates and revisions.

C. To the extent that the schedule or any revised schedule shows anything not jointly agreed upon, it shall be deemed to have not been accepted by the Project Manager. Failure to include any element of work required for the performance of this contract shall not excuse the Contractor from completing all work required within any applicable completion date of each phase notwithstanding the Project Manager's acceptance of the schedule.

1.05 ACTIVITY COST DATA

A. The contractor shall furnish the Project Manager with a cost allocation (schedule of values) totaling to the contract amount, for all items detailed in the schedule. The Project Manager will prepare a Payment Request form this allocation. Once accepted by the Project Manager, the Payment Request form will become the basis for determining the progress payments for the balance of the project and the Contractor must submit his monthly Payment Request based upon progress reported on this form. No payment will be made unless supported by this Payment Request form completed to show monthly progress.

B. The cost distribution may include cost for delivered equipment and material and the Project Manager will pay for only such items as identified elsewhere in these Contract Documents. All costs represented will include a pro rata distribution for overhead and profit: No separate item shall be shown for overhead and profit.

C. Where the work of several trades is combined into one activity, the Contractor shall furnish for each such combined activity the cost breakdown of each trade on sheets separate from the network diagram. The sum of the costs for each trade shall equal the total dollar value of each such combined activity.

D. Revisions to the schedule may require reallocation of costs. Revised activity cost data shall be submitted with revised Schedules as necessary, and a revised Payment Request form will be provided after approval of revised cost allocations.

1.06 PROGRESS REPORTING, UPDATING, AND REVISIONS

A. On a date mutually agreed upon by the Project Manager and the Contractor, a job site progress meeting will be held each month at which time the schedule will be reviewed and updated. Attendees of this meeting shall include the Project Manager, the General Contractor and subcontractors if requested by the Project Manager. The Contractor shall have his copy of the Payment Request form and all other data required by the Contract Documents accurately filled in and completed prior to this meeting. Job progress and the Schedule will be reviewed to verify:

1. Payment due to the Contractor based on percentage complete of items in the submitted Payment Request form.

2. Logic, time and cost data for change order work that is to be incorporated into the schedule or Payment Request form.

3. Status of as-built record drawings and as-built record specifications.

B. The Contractor shall submit a narrative report as a part of his monthly progress review and update in a form agreed upon by the Contractor and the Project Manager.

The narrative report shall include:

1. Actual start and finish dates of activities completed during update period since the last accepted revision.

2. Explanation of all changes in logic or in the scheduled work sequence, in durations, manpower and equipment.

3. A description of the critical path for the remainder of the project.

4. An explanation of corrective action taken or proposed.

C. After each monthly update or revision, the Contractor shall submit to the Project Manager one complete schedule showing all revisions and changes in accordance with the monthly review meeting.

D. Within five (5) working days after receipt of notice from the Project Manager, the Contractor shall submit a revised Schedule for any of the following reasons:

1. When delay in completion of any activity or group of activities indicates an overrun of the contract time or milestone requirement, by 20 working days or ten percent (10%) of the remaining duration, whichever is less.

2. Delays in submittals or deliveries or work stoppage are encountered which make replanning or rescheduling of the work necessary.

3. The schedule does not represent the actual prosecution and progress of the project as being performed in the field.

E. Acceptance of any revised Schedule and all supporting data is contingent upon compliance with all other paragraphs of this section and any other previous agreements or requirements with or by the Project Manager.

F. The cost of revisions to the Schedule resulting from contract changes shall be included in the cost for the change in work, and shall be based on the complexity of the revisions or contract change, man-hours expended in analyzing the change, and the total cost of the change.

1.07 RESPONSIBILITY FOR COMPLETION

A. The Contractor agrees that whenever it becomes apparent from the monthly progress review meeting or the schedule that contract completion dates will not be met, he shall take some or all of the following action at no additional cost to the Owner:

1. Increase construction manpower in such quantities and crafts as will bring the progress of the work into conformance with all other requirements of this section.

2. Increase the number of working hours per shift, shifts per working day, workdays per week, the amount of construction equipment or any combination of the foregoing, to bring the scheduling and progress of the work into conformance with all requirements of the Contract Documents.

3. Reschedule the work under this contract in conformance with all other contract requirements to demonstrate completion of the contract work within the contract time.

1.08 ADJUSTMENT OF THE CONTRACT TIME

A. The contract time will be adjusted only for causes specified in the Contract Documents. In the event the Contractor requests an adjustment of the contract time, he shall furnish such justification, schedule data and supporting evidence as the Project Manager may deem necessary for a determination as to whether or not the Contractor is entitled to an adjustment of time under the provisions of the contract. Submissions of proof based on revised activity logic, durations and costs is obligatory with any request.

B. The Contractor shall submit each request for an adjustment in the contract time to the Project Manager in accordance with all other requirements of the Contract Documents. The Contractor shall include, as part of each request:

1. Justification for the delay in narrative form.

2. A subnetwork showing all CPM logic revisions, duration changes, and cost changes, for the work in question and its relationship to other activities on the Schedule.

C. The schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved in this request. Actual delays in activities, which according to the schedule, do not affect the critical path work in the Schedule, will not be the basis for an adjustment to the contract time.

D. The Project Manager's determination as to the adjustment of the contract time shall be based upon the latest schedule that has been accepted at the time of the alleged delay and all other relevant information. The Contractor shall submit with every request, an updated Schedule whenever the actual field progress of the work does not conform to the accepted schedule in force at the time of the alleged delay. The data if approved by the Project Manager shall be included in the next monthly updating of the schedule.

E. The Project Manager shall, within a reasonable time after receipt of a request for extension of the contract time and supporting evidence, review the facts and shall advise the Contractor, in writing of his decision.

F. When the Project Manager has not yet made a final determination as to the adjustment of the contract time, and the parties are unable to agree as to the amount of the adjustment to be reflected in the Schedule, the Contractor shall reflect that amount of time adjustment in the Schedule as the Project Manager may determine to be appropriate for interim purposes. It is understood and agreed that any such interim determination by the Project Manager shall not be binding and shall be made only for the purpose of continuing to schedule the work until such time as the Project Manager has made a final determination as to any adjustment of the contract time. The Contractor shall revise the Schedule prepared thereafter in accordance with the final decision.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field samples.

D. Mock-ups.

E. Inspection Services.

F. Manufacturer's field services and reports.

1.02 RELATED SECTIONS

A. Section 01090 – Reference Standards.

B. Section 01300 – Submittals.

C. Section 01410 – Testing Laboratory Services.

D. Section 01600 – Material and Equipment / Substitutions: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

Contractor shall:

A. Monitor quality control over sub-contractors, suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of highest quality.

B. Comply fully with manufacturer's instructions, including each step in sequence.

C. Should manufacturers instructions conflict with Contract Documents, request clarification from the Architect before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.04 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Contractor shall obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from Architect before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

A. Contractor shall install field samples at the site as required by individual specification Section for review.

B. Acceptable samples represent the minimum required quality level for the Work.

C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 MOCK-UPS

A. Contractor shall assemble specified items, complete, with specified attachment and anchorage devices, seals, and finishes, as applicable.

B. Where mock-up is specified in individual Sections to be removed, Contractor shall clear the area after the mock-up has been accepted by Architect.

1.07 INSPECTION SERVICES

A. The County will provide services of a person or persons to perform inspection of the Project. Contractor shall:

1. Notify County at least 48 hours prior to expected time for operations requiring specific inspection.

2. Make arrangements with County's inspector(s) and pay for additional samples and tests required for Contractor's use.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

Contractor shall:

A. When specified in individual Specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Project Manager 30 days in advance of required observations. The observer is subject to approval of County.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D Submit report in duplicate within 30 days of observation to Project Manager for review.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICE

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Selection and payment.

B. Contractor submittals.

C. Laboratory responsibilities.

D. Laboratory reports.

E. Limits on testing laboratory authority.

F. Contractor responsibilities.

G. Schedule of inspections and tests.

1.02 RELATED SECTIONS

A. Division 00 - Contract Conditions (General Provisions Paragraph 4-07).

B. Section 01090 - Reference Standards.

C. Section 01300 - Submittals: Manufacturer's certificates.

D. Section 01700 - Contract Closeout: Project Record Documents.

E. Drawings and individual Specification Sections: Inspections and tests required, and standards for testing.

1.03 REFERENCES

A. ANSI/ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.

B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.

C. The Geotechnical Investigation included as Appendix Item #1 of this Project Manual. (This report is provided for general information only, and neither the County nor the Architect warrants its accuracy or completeness.)

1.04 SELECTION AND PAYMENT

A. County will provide services of an independent testing laboratory to perform specified inspection and testing, or perform said inspection and testing in-house.

1.05 LABORATORY RESPONSIBILITIES

A. All concrete mixes are to be submitted for approval and the maximum slump shall be 4 inches unless otherwise approved. Concrete cylinders (3) will be taken for each type of pour. The contractor has to hire a firm to text the cylinders at 7, 14 and 28 days. The contractor is to submit mix designs for approval.

1.06 CONTRACTOR RESPONSIBILITIES

Contractor shall:

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.

C. Provide incidental labor and facilities to provide access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify Inspector and laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 SCHEDULES OF INSPECTIONS AND TESTS

A. As required by individual Specification Sections.

B. As required by Drawings.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

1.01 GENERAL

A. Provide temporary facilities as shown or specified and as required to complete the work per Contract Documents.

B. Providing temporary facilities is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative temporary facilities equivalent to those specified is the Contractor's option, subject to the Project Manager's or the ARCHITECT's acceptance. Temporary construction facilities are defined to exclude tools and self-contained construction machines and equipment.

C. The types of temporary construction facilities as may be required for the project include:

1. Construction water distribution.

2. Dewatering facilities and drains.

3. Temporary enclosure.

4. Temporary heat

5. Ventilation and humidity control

6. Construction aids and miscellaneous facilities.

7. Temporary power distribution.

8. Temporary lighting.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations for the installation and use of temporary construction facilities, including health and safety regulations.

B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations," and with ANSI AIO-Series standards "Safety Requirements for Construction and Demolition" and State of California Department of Indus-trial Relations, Division - Occupational Safety and Health CAC Title 8.

1.03 SUBMITTALS

A. General*:* Submit copies of whatever reports of inspections, tests, gauge readings and similar data and copies of permits and certificates have been secured for the operation of temporary construction facilities, including those used for dewatering, distributing power, lighting and similar operations.

1.04 JOB CONDITIONS

A. Schedule uses: Provide the temporary construction facilities ready for use at each location, at the time first needed to avoid delays in the performance of the work. Maintain, expand and modify as needed through the progress of work, and do not remove until no longer needed or replaced by authorized use of completed permanent facilities of the project.

B. Temporary use of permanent facilities: Regardless of previously assigned responsibilities for temporary facilities, the Installer of each permanent facility shall assume responsibility for its operation, maintenance and protection during use as a construction facility prior to the Project Manager's acceptance and assumed operation of the facility.

C. Conditions of use: Operate, maintain, control and protect temporary construction facilities in a manner which will prevent overloading, hazardous exposures, fire, disease, damage or deterioration of completed work, public nuisances, and similar deleterious effects.

1.05 MATERIALS OF TEMPORARY FACILITIES

A. General: Provide either new or used materials and equipment, which are in substantially undamaged condition. Provide materials and equipment which are recognized in the construction industry, by compliance with appropriate standards, as being suitable for the intended use in each case, and capable of being maintained properly through the course of anticipated use at the project site.

B. Water hoses: Where shut-off nozzles are used at the discharge of water hoses, provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system. Where non-potable water is used, provide adequate warning sign on discharge end of each length of hose.

C. Heating units: Provide temporary heating unites which have been tested and labeled by UL, FM, FIA or a recognized trade association relate to the fuel being consumed (AGA, NEMA, or other).

D. Tarpaulins: Waterproof and fire-retardant type, UL labeled with a flame-spread rating of 15 or less. Provide translucent type (Laminated polyethylene with nylon reinforcement, or similar) for temporary enclosure where work is being or will be performed.

E. Voltage differences: Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets.

F. Electrical power cords: Use only grounded extension cords; hard-service type where exposed to abrasion and traffic of any kind.

G. Lamps and light fixtures: Provide general service type incandescent lamps of the wattage indicated or required for adequate illumination. Where exposed to breakage by construction operations, protect lamps with guard cages or tempered glass enclosures. Provide exterior type fixtures where exposed to weather or moisture.

1.06 INSTALLATION OF TEMPORARY FACILITIES

A. General:

1. Use qualified tradesmen for the installation of temporary construction facilities. Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.

2. Changeover from the use of temporary facilities to the use of the permanent facilities at the earliest feasible date in each portion of the building. Do not use permanent water piping for the distribution of non-potable water.

B. Dewatering facilities and drains: For general temporary drainage and dewatering facilities and operations provide dewatering as required to maintain the site, excavations and the construction free of water.

C. Temporary Enclosure: Where required, provide temporary enclosure of materials, equipment, work in progress and completed portions of work, so as to afford protection for both the work and employees, from whatever ill effects may result from the work or the weather. Provide temporary enclosure wherever temporary heat is needed and permanent building enclosure is neither yet completed nor adequate for the containment of temporary heat. Coordinate temporary enclosures with ventilating and drying-of-the-work requirements, so as to avoid dangerous conditions and ill effects.

D. Temporary heat:
1. At each stage of construction in each portion of the building, restrict the selection of temporary heating facility to a method that is recognized as safe and without ill effect upon the work in place and being installed. Provide temporary heat wherever needed for the proper performance of the work, or for curing or drying of work recently installed, or for the protection of work in place from adverse effects of low temperatures or high relative humidity. Coordinate temporary heating with ventilation requirements to produce the indicated ambient condition required for the work, and at the same time to minimize the consumption of fuel or energy.

2. Except as otherwise indicated, maintain a minimum temperature of 45 degrees F in permanently enclosed portions of the building, and in areas where finished work has been installed.

E. Temporary ventilation: Ventilate wherever possible through the use of natural ventilation, utilizing temporary heat and temporary enclosures and openings to effect the needed movement of air where necessary. Operate units with filters and baffles to avoid the distribution of dust and to minimize other ill effects upon the work.

F. Construction aids and miscellaneous facilities: This category of temporary construction facilities includes scaffolding, ramps, runways, staging, temporary stairs, ladders, sheeting, shoring, cross-lot bracing, bridge, guard rails, barriers, closures, platforms, swing stages and temporary partitions. The design, construction and maintenance of these facilities is the sole responsibility of the Contractor. Provide whatever facilities are needed to accommodate the performance of the entire work of the project.

1.07 OPERATIONS AND TERMINATIONS:

A. Supervision: Enforce strict discipline in the use of temporary facilities. Limit availability of facilities to essential uses.

B. Maintained operations: Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour-per-day basis where required to achieve the indicated results in the work, and avoid the possibility of damage to the work and temporary facilities.

C. Prevent water-filled piping and vessels from freezing, whether temporary or permanent, by either draining or by insulation or heating.

D. Termination and removal:

1. At the time the need has ended for each temporary construction facility, or for a substantial element of the facility, or when it has been replaced by authorized use of a permanent facility, or no later than the time of substantial completion, promptly remove the temporary facility unless requested by the Project Manager to retain it for a longer period of time. Complete the work, which may have been delayed because of interference's with temporary facilities, and restore work which may have been affected by temporary facilities. Repair damaged work, clean exposed surfaces, and replace work that cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary facilities remain the property of the contractors.

2. At the time of substantial completion clean and renovate permanent facilities, which have been used to provide temporary services during the construction period. Replace significantly worn parts and parts which may have been subjected to unusual operating conditions. Restore facilities to a substantially good-as-new condition in every respect. Replace used facilities that cannot be satisfactorily restored.

END OF SECTION

SECTION 01540

SECURITY AND PROTECTION

1.01 DESCRIPTION OF REQUIREMENTS

A. This section of General Requirements specifies minimum requirements of temporary provisions for security and protection not specified elsewhere. The providing of adequate security and protection is Contractor's sole responsibility, and is not limited to minimums established by requirements hereof. Except as otherwise indicated, use of alternative security and protection methods of facilities equivalent to those specified, is Contractor's option. The work of this section is not intended to include required insurance coverage, performance/payment bonds, individual provisions for safe performance of specific work, first aid requirements, general supervision, quality control, damage surveys, prequalification of construction personnel, temporary enclosure of completed work and stored materials, inspection and tests of the work, instructions to Owner's personnel and similar recognized protection/security provisions, which are, nevertheless, specified elsewhere in the Contract Documents, if required.

B. The types of security and protection facilities and services required for project (entire project not just work of contract) may include but are not necessarily limited to the following:

1. Temporary fire protection.

2. Barricades, warning signs, lights.

3. Barrier fence enclosure.

4. Security enclosure and lockup of work.

5. Environmental protection. Coordinate permits with California Department of Fish and Game prior to commencing with the work when applicable.

C. Coordinate with Owner to minimize conflict, and to facilitate Owner's operations. Coordinate with owner for a security plan, which will include ingress and egress, identification, protection of staff, materials and tools.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations for installation and operation of security and protection facilities, including rules and recommendations of fire departments, police rescue squads, watchman services and similar local organizations and companies.

B. Standards: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

C. Responsibilities: The assignment of responsibilities for security and protection such as installation, maintenance and operation, is Contractor's obligation; refer to "Guidelines on Bid Conditions for Temporary Job Utilities and Services," by AGC and the Association of Specialty Contractors for industry recommendations.

1.03 JOB CONDITIONS:

A. Scheduled uses: Provide security and protection at times first needed at site; and maintain, expand and modify facilities as needed throughout construction period.

B. Temporary use of permanent facilities: The Installer of each permanent facility shall be required to assume responsibility for its operation, maintenance and protection during use (if any) as a temporary security or protection facility, prior to Owner's acceptance and assumed operation of facility.

C. Conditions of use: Use security and protection facilities and services in a safe, sanitary, lawful, and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effect.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES

A. General: Provide either new or used materials and equipment, which are in substantially undamaged and serviceable condition.

B. Fire extinguishers: Provide type A fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical fires or grease-oil-flammable liquid fires. Otherwise, provide either type ABC dry chemical extinguishers or a combination of several extinguishers of NFPA-recommended types for exposure in each case.

C. Plywood: Provide exterior type, prime painted and finish painted. For fences and vision barriers provide minimum 5/8" thick plywood. For safety barriers and similar direct-contact uses, provide minimum 5/8" thick plywood.

1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES

A. General:

1. Use qualified tradesmen for installation of security and protection facilities. Locate facilities to serve total project construction work adequately, and to result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during course of the work, to properly accommodate entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to Project Manager.

2. Provide temporary security and protection facilities until time of substantial completion, or for longer periods of time as requested by Project Manager.

B. Temporary fire protection:

1. General:

a. During construction period and until time certain protection needs may be fulfilled by permanent facilities, install and maintain whatever types and forms of fire protection temporary facilities may be needed to adequately protect against fire losses which are reasonably predictable and controllable. Except as otherwise indicated or required, comply with the applicable recommendations of NFPA No. 10 "Portable Fire Extinguishers" for each area of each construction activity when combustible materials, flammable liquids and similar exposures to possible fires are present. Locate extinguishers where most convenient and effective for intended purposes. Store combustible materials in recognized fire-safe locations and containers.

b. The local fire authority shall be consulted regarding temporary fire protection.

2. Program: Develop and supervise an overall fire prevention and first-aid fire protection program for personnel at project site. Instruct personnel in methods and procedures of program; post warnings and information, and enforce strict discipline. Review needs with local fire department officials and establish procedures to be followed. Maintain unobstructed access to extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires.

3. Temporary water: Where temporary water outlets are available, provide hoses of adequate length to reach construction areas associated therewith. Hang hoses with warning sign, to effect that it is for fire protection and is not to be removed. Match hose sizes with outlet sizes, and equip with suitable nozzles.

C. Permanent fire protection: not applicable

D. Barricades, warning signs and lights: Comply with recognized standards and code requirements for erection of substantial and structurally adequate barricades where needed to prevent accidents and losses. Provide lighting where appropriate and needed for recognition of facility, including flashing red lights where appropriate.

E. Enclosure fence: Installed by others. (Contractor will be responsible for any damage to and replacement of temporary fencing.)

F. Security enclosure and lockup:

1. General: Install substantial and durable temporary enclosure of partially completed areas of construction, with locking entrances, adequate to prevent unauthorized entrance, vandalism, theft, and similar deleterious effects and violations of project security. It is recognized that enclosure fence around construction site does not provide adequate security against certain exposure to loss by theft and vandalism.

2. Storage: Where materials and equipment must be temporarily stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with timing of installation and release of materials, so that opportunity for theft and vandalism is minimized.

G. Environmental protection: Provide protection facilities, operate temporary facilities, conduct construction activities, and enforce strict discipline for personnel at project site in ways and by methods which comply with environmental protection regulations, and which minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at project site. Avoid use of tools and equipment, which produce harmful noise; and restrict use of noise-making tools and equipment to hours or use which will minimize noise near project site.

1.06 TERMINATION AND REMOVAL

Maintain protection and security facilities and services in good operating condition through time of use and until completion and use of permanent work makes each temporary service unnecessary, or until Owner's occupancy has replaced the need for service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use has been terminated. Complete or restore permanent work that may have been delayed or otherwise affected by temporary facility. Replace work, which cannot be satisfactorily restored. Except as otherwise indicated materials and equipment of temporary security and protection facilities remain property of contractors.

END OF SECTION

SECTION 01590

TEMPORARY GENERAL SERVICES

1.01 DESCRIPTION OF REQUIREMENTS

A. Provide temporary services and facilities which will enable construction processes, and will accommodate other necessary activities at the project site. Providing adequate general services is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative general services equivalent to those specified is the Contractor's option, subject to the Project Manager's acceptance. Temporary general services exclude inspection and testing services, surveys, photographs, security provisions, protection, safety, final cleaning, startup of systems, instructions to Owner's personnel and other services which are recognized to be similar to the work of this section but are specified in other sections hereof, if required.

B. The types of temporary general services required for the project may include, but are not necessarily limited to, the following:

1. Sanitary facilities.

2. Collection/disposal of waste materials.

3. Miscellaneous general services.

1.02 QUALITY ASSURANCE

A. Regulations: Comply with governing regulations for the installation and use of general service facilities, including health and safety regulations.

B. Standards: Comply with the "Manual of Accident Prevention in Construction" by AGC (AGC Safety Manual) and with NFPA Code 241 "Building Construction and Demolition Operations."

C. Responsibilities: Except as otherwise indicated, the assignment of responsibilities for installing facilities and performing general services, and for complying with trade regulations and union jurisdictions associated therewith, is the Contractor's obligation.

1.03 SUBMITTALS

Submit copies of inspection reports, certificates, permits and similar documentation required or issued in connection with general services.

1.04 JOB CONDITIONS

A. Scheduled uses: Provide temporary general services at the time first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.

B. Conditions of use: Operate, maintain, control and protect general service facilities in a manner which will prevent fire, hazardous exposures, health problems, unsanitary conditions, pollution, contamination, discomfort to users, flooding, freeze-up, interference with the construction work, public nuisances and similar deleterious effects.

1.05 MATERIALS AND EQUIPMENT OF GENERAL SERVICES

A. General: Provide either new or used materials and equipment for general service facilities, which are in substantially undamaged and serviceable condition. Provide types and qualities, which are recognized in the construction industry as suitable for the intended use in each application.

B. Drinking water: Potable water approved by local health authorities.

C. Construction materials: For offices, fabrication shops, storage sheds and similar construction, provide standard manufactured prefabricated or mobile home construction insulated and weather-tight where indicated to be heated or air conditioned; or provide equivalent job-built construction. Equip each unit with locked entrances, operable windows, roofing, adequate foundations for usual loading including wind loads, serviceable finishes of the types indicated, and mechanical/electrical equipment as needed to achieve the ambient conditions indicated.

1.06 INSTALLATION OF GENERAL SERVICE FACILITIES

A. General: Locate facilities where they will serve the total project construction work adequately, and result in minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project.

C. Collection and disposal of wastes: Establish and enforce a daily system for collecting and disposing of waste materials from construction areas and elsewhere at the project site. Do not hold collected materials at the site for periods of more than 7 days, nor for periods of more than 3 days during hot weather (when daily temperatures can be expected to rise above 80 degrees F). Handle hazardous, dangerous, unsanitary, contaminated, polluting and similar harmful wastes separately from inert materials, by containerizing in an appropriate manner. Dispose of each category of waste material in a lawful manner. Do not bury or burn waste materials on the Owner's property.

D. Parking: Arrange for temporary surface parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Parking areas must be approved by Project Manager due to environmentally sensitive areas (i.e. vernal pools, wetlands)

E. Miscellaneous general services: Include whatever general services may be required, or are found to be necessary, for the accommodation of the work. The items of general service which may be needed include, but are not necessarily limited to, the installation of postal delivery service, parking spaces at the temporary offices, walkways in and around the construction area and personal protection items for employees and visitors.

1.07 OPERATIONS AND TERMINATIONS

A. Supervision: Enforce strict discipline in the use of general services at the project site. Limit availability of facilities to essential and intended uses, so as to minimize wastes and the possibility of abuses and the resulting unsanitary and hazardous or dangerous conditions. Do not allow temporary offices and similar temporary or permanent spaces to be used as living quarters, or for other unintended occupancies or uses.

B. Maintenance: Operate and maintain general services in good operating condition through the time of use, and until removal is authorized. Protect from damage by weather.

C. Termination and removal: When the need has ended for each temporary general service facility, or at the time of substantial completion, promptly remove the facility unless requested by the Project Manager to retain it. Complete or restore permanent work

which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary general services remain the property of the Contractor. Owner reserves the right to take possession of project identification signs.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT / SUBSTITUTIONS

PART 1 - GENERAL

1.01 SECTIONS INCLUDES

A. Products.

B. Transportation and handling.

C. Storage and protection.

D. Product options.

E. Substitutions.

1.02 RELATED SECTIONS

A. Division 00 - Contract Conditions (General Provisions Paragraph 4-10).

B. Section 01300 - Submittals.

C. Section 01400 - Quality Requirements.

1.03 PRODUCTS

A. "Products" means new material, machinery, components, equipment, fixtures, assemblies, and systems forming the Work; and does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Do not use material and equipment removed from existing premises, except as specifically permitted by the Contract Documents.

C. Provide interchangeable components of the same manufacturer, for similar components.

D. Comply with Specifications, referenced standards, and applicable codes and regulations as minimum requirements.

E. Provide new materials except as specifically allowed by Contract Documents.

F. Provide equipment and systems composed of materials from a single manufacturer except where otherwise recommended by equipment or systems manufacturer or where otherwise indicated in Contract Documents.

1.04 WORKMANSHIP

Contractor shall:

A. Comply with industry standards and applicable codes except when more restrictive tolerances or requirements indicate more rigid standards or precise workmanship.

B. Perform work by persons qualified to produce workmanship of specified quality.

C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking. Seismic and vertical load anchors shall conform to applicable code requirements.

D. Install products plumb, straight and true, and in correct relationship to adjacent materials, with hairline joints, free of rough, sharp or potentially hazardous edges.

1.05 MANUFACTURERS' INSTRUCTIONS

A. When work is specified to comply with manufacturer's recommendations or instructions, distribute copies to persons involved, and maintain one set in field office.

B. Perform work in accordance with details or recommendations and instructions and specified requirements.

C. Should a conflict existing between the Specifications and recommendations or instructions, consult with the County.

D. Where manufacturer's information notes special recommendations in addition to installation instructions, comply with both recommendations and instructions.

1.06 PRODUCT OPTIONS

A. Contractor shall provide products listed in the Contract Documents, products by manufacturers listed in the Contract Documents, and products meeting specified requirements.

B. Procedures are described for requesting substitution of unlisted materials in lieu of materials named in the Contract Documents.

C. Contractor's Options:

1. For products specified only by reference standard, select products meeting the referenced standard.

2. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting the Specifications.

3. For a product or manufacturer not specifically named, submit a Request for Substitution.

4. Where terms "or equal", or "or approved equal", or similar references are made, submit a Request for Substitution for any product or manufacturer not specifically named in the Contract Documents.

1.07 SUBSTITUTIONS

A.. The Contractor may submit written requests for substitutions for specified products within fifteen days preceding bid date or within 5 days following date of receipt of Notice to Proceed. Requests received after the 5 days will not be considered except for the following reasons:

1. Product discontinued.

2. Insufficient quantity except as caused by failure to award subcontract in time, or failure to order products so as to insure delivery without delay of work.

3. Delays beyond control such as strikes, fires, and acts of nature, war or civil disorder.

4. Reasons supported by sufficient evidence to satisfy the Project Manager that the request should be allowed.

B. Submit four copies of each request for substitution. Include in each request:

1. Complete data indicating compliance of substitute with Contract Documents.

2. For products:

a. Product identification including name and address of manufacturer, source of supply nearest job site, contract specifications identification, and location in the work.

b. Product data: Description, performance and test data, reference standards; for substitute and specified item.

c. Samples, if requested.

d. Name and address of similar projects on which product was used and date of installation.

e. Deduction from contract price to be allowed for acceptance of substitutions.

3. For construction methods:

a. Detailed description of proposed methods.

b. Drawings illustrating methods.

4. Itemized comparison of specified and proposed methods or products.

5. Data relating to changes in construction schedule.

6. Accurate cost data on substitution com- pared to costs of specified item.

C. In making request for substitution the bidder or Contractor represents:

1. He has investigated the proposed substitute and determined that it is equal or superior in all respects to the specified item.

2. He will provide the same guarantee, warranty bonds or other assurances for the substitute as for the specified item.

3. He waives all claims for additional costs related to the substitution that may develop.

4 Cost data is complete and includes all related costs under his contract.

D. Substitutions will not be considered if:

1. They are shown or implied on other submittals without formal request per this section.

2. Acceptance will require substantial revision of the Contract Documents or the work.

E. Only one substitution will be considered for any one material. If the requested substitution is not accepted the originally specified product must be supplied.

F. Action on Requests for Substitution Approval of request will be documented by Change Order. Denial of request will be made by letter or RFI.

1.08 TRANSPORTATION AND HANDLING

Contractor shall:

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.09 STORAGE AND PROTECTION

Contractor shall:

A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated products, place on sloped supports, above ground.

C. Provide off-site storage and protection when site does not permit on-site storage or protection.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area. Prohibit mixing with foreign matter.

F. Provide equipment and personnel to storage products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

1.01 DESCRIPTION OF REQUIREMENTS

A. Definitions: Closeout includes the general requirements near the end of the contract time, in preparation for final acceptance, final payment, normal termination of the contract, occupancy by the Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in the specification sections. The time of closeout is recognized to be directly related to "Substantial Completion," and therefore may be either a single period for the entire work or a series of periods for individual parts of the work which have been certified as substantially complete at different dates.

1.02 PREREQUISITES FOR SUBSTANTIAL COMPLETION

A. General: Prior to requesting Project Manager's inspection for certification of substantial completion, as required by the General Conditions, complete the following and list known exceptions in request:

1. Submit last Progress Payment Request, with sworn statement showing 100 percent completion of the work, complete with associated releases, consents and supports.

2. Submit statement showing final accounting of changes to the contract price.

3. Advise Project Manager of pending insurance change-over requirements.

4. Submit special guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.

5. Obtain and submit, operating certificates, final inspection/test certificates, and similar releases enabling Owner's full and unrestricted use of the work and access to services and utilities.

6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

7. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

8. Complete start-up testing of systems, and instructions of Project Manager's operating/maintenance personnel.

9. Discontinue (or change over) and remove from the project site temporary facilities and services, along with construction tools and facilities, and similar elements.

10. Complete the final cleaning.

11. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection procedures: Upon receipt of Contractor's request, Project Manager will either proceed with inspection or advise Contractor of prerequisites for inspection not fulfilled. The number of items to be corrected or completed will be averaged. When the average exceeds four items, the inspection will be stopped and the Contractor advised that the work is not ready for inspection. The Contractor shall then resume the work. Following initial complete inspection, Project Manager will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.03 PREREQUISITES FOR FINAL ACCEPTANCE

Prior to requesting Project Manager's final inspection for certification of final acceptance and final payment, as required by the General Conditions, complete the following and list known exceptions (if any) in request:

A. Submit final payment request with final releases and supports not previously submitted and accepted. Include certificates of insurance for products and completed operations.

B. Submit updated final statement, accounting for additional changes to the contract price.

C. Submit certified copy of Project Manager's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the Project Manager.

1.04 RECORD DOCUMENT SUBMITTALS

A. General: Specific requirements for record documents are indicated in individual sections of these specifications. The general requirements are indicated in individual sections of these specifications. The general submittal requirements are indicated in section 01.300. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for the Project Manager's inspection during normal working hours.

B. Record drawings: Refer to Section 01720 - Record Documents.

C. Maintenance manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed); Include emergency instructions, spare parts listing, warranties, guarantees, wiring diagrams, recommended "turnaround" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring, vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both the front and spine of each binder.

1.05 CLOSEOUT PROCEDURES

A. General operating/maintenance instructions: Arrange for each installer of work requiring continuing maintenance or operation (by the Owner) to meet with the Project Manager's personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representative where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guarantees, warranties, agreements to maintain, bonds, and similar continuing commitments.

1.06 FINAL CLEANING

A. General: Special cleaning for specific units of work is specified in the sections of specifications.

B. Provide final cleaning of the work, at the time indicated, consisting of cleaning and grading the work area to its preconstruction condition prior to placing the final erosion control measures.

END OF SECTION

SECTION 01720

RECORD DOCUMENTS

1.01 DESCRIPTION OF REQUIREMENTS

A. Record documents include those documents or copies relating directly to the performance of the work, which the Contractor is required to prepare or maintain for the Owner's records, recording the work as actually performed. In particular, record documents show changes in the work in relation to the way in which it was shown and specified by the original contract documents; and show additional information of value to the Owner's records, but not indicated by the original contract documents. Record copies include newly-prepared drawings (if any are specified), marked-up copies of contract drawings and shop drawings, marked-up copies of specifications, addenda and change orders, marked-up product data submittals, record samples, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on work which is otherwise recorded only schematically or not at all. Certain individual work sections indicate specific record-copy requirements, which extend the requirements of this section.

B. Refer to Section 01700 for general closeout requirements related to the submittal of record copies.

1.02 RECORD DOCUMENTS

A. Record Drawings:

1. Mark-up procedures: During the progress of the work, maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whatever drawings are most capable of showing the as-built condition, fully and accurately. Where shop drawings are marked-up, mark cross-reference on contract drawings at the corresponding location. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of work at the same general location. Mark-up important additional information which was either shown schematically or omitted from original drawings. Give particular attention to information on work to be concealed that would be difficult to identify or measure and record at a later date. Note alternative numbers.

2. Preparation of transparencies:

   a. In preparation for certification of substantial completion on the last major portion of the work, review the completed mark-up of record drawings with the Project Manager. Identify and date each updated drawing.

   b. Printing of original drawings, with addition of contract modifications, to produce transparencies and other prints as required herein is the Engineer's responsibility.

3. Distribution: Upon completion of the record drawings, prepare three copies of each drawing, regardless of whether changes and additional information were recorded thereon. Organize each of the three copies into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Organize and bind the mark-up set of prints (maintained during the construction period) in the same manner. Submit

mark-up set, three copy sets, and transparencies to Project Manager for Owner's records.

B. Record *S*pecifications: During the progress of the work, maintain one copy of the specifications, including addenda, change order and similar modifications issued in printed form during construction, and mark-up variations (of substances) in the actual work in comparison with the test of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Project Manager for Owner's records.

END OF SECTION

END OF DOCUMENT

MORGUE HVAC UPGRADES

TEHAMA COUNTY

RED BLUFF, CALIFORNIA

CONSTRUCTION DOCUMENTS

MARCH 30, 2025

APPLICABLE CODES & STANDARDS

ALL WORK PERFORMED AND MATERIALS FURNISHED SHALL COMPLY WITH THE FOLLOWING CODES.

APPLICABLE CODES, REGULATIONS:
2022 CALIFORNIA ADMINISTRATIVE CODE (CAC)
PART 1, TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2022 CALIFORNIA BUILDING CODE (CBC)
PART 2, TITLE 24, CCR, *BASED ON THE 2012 INTERNATIONAL BUILDING CODE (IBC)*
2022 CALIFORNIA ELECTRICAL CODE (CEC)
PART 3, TITLE 24, CCR, *BASED ON THE 2011 NATIONAL ELECTRIC CODE (NEC)*
2022 CALIFORNIA MECHANICAL CODE (CMC)
PART 4, TITLE 24, CCR, *BASED ON THE 2012 UNIFORM MECHANICAL CODE (UMC)*
2022 CALIFORNIA PLUMBING CODE (CPC)
PART 5, TITLE 24, CCR, *BASED ON THE 2012 UNIFORM PLUMBING CODE (UPC)*
2022 CALIFORNIA ENERGY CODE (VEV)
PART 6, TITLE 24, CCR
2022 CALIFORNIA FIRE CODE (CFC)
PART 9 TITLE 24, CCR, *BASED ON THE 2012 INTERNATIONAL FIRE CODE (IFC)*
2022 CALIFORNIA FIRE CODE (CFC)
PART 11, TITLE 24, CCR
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGC)
PART 12, TITLE 24, CCR
2022 CALIFORNIA REFERENCED STANDARDS

OTHER APPLICABLE CODES AND REGULATIONS
TITLE 19 - PUBLIC SAFETY, STATE FIRE MARSHAL, CALIFORNIA CODE OF REGULATIONS (CCR)
ADA REGULATION FOR TITLE III - 2010 - STANDARDS FOR PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES, U.S. DEPT. OF JUSTICE.

APPLICABLE NFPA STANDARDS ADOPTED BY 2019 CBC:
NFPA NO. 13 - 2016 INSTALLATION OF SPRINKLER SYSTEM
NFPA NO. 45 - 2015 FIRE PROTECTION FOR LABORATORIES USING CHEMICALS
NFPA NO. 55 - 2019 COMPRESSED GASES AND CRYOGENIC FLUIDS.
NFPA NO. 70 - 2017 NATIONAL ELECTRICAL CODE
NFPA NO. 72 - 2016 NATIONAL FIRE ALARM & SIGNALING CODE
NFPA NO. 80 - 2016 FIRE DOORS AND OTHER OPENING PROTECTIVES
NFPA NO. 90A - 2009 INSTALLATION OF AIR-CONDITIONING VENTILATING SYSTEMS
NFPA NO. 101 - 2018 LIFE SAFETY CODE
NFPA NO, 220 - 2009 TYPES OF BUILDING CONSTRUCTION

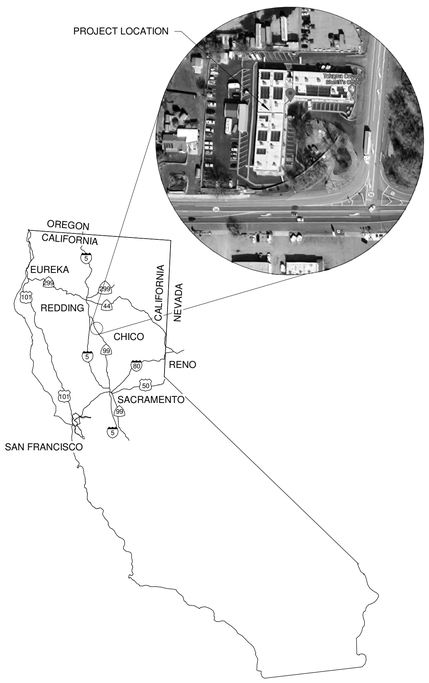
WHERE THERE IS A CONFLICT BETWEEN CALIFORNIA (ADAAG) AND FEDERAL (ADA) DISABLED ACCESS REQUIREMENTS, GENERALLY THE MOST STRINGENT WILL APPLY.

1. UNIFORM FEDERAL ACCESSIBILITY STANDARD (UFAS)
2. CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (CAL OSHA)
3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA): HAZARD COMMUNICATIONS STANDARD

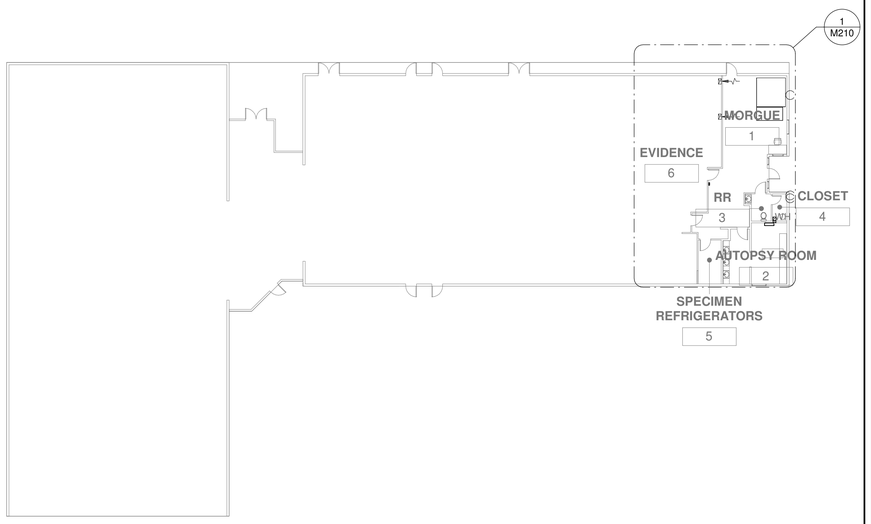
TITLE 24 C.C.R. ADMIN. REQUIREMENTS

1. ALL WORK SHALL CONFORM TO THE 2022 EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR).
2. A COPY OF PARTS 1 THRU 5 & 9, TITLE 24, CCR, SHALL BE KEPT ON THE JOB SITE AT ALL TIMES DURING CONSTRUCTION.
3. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY DSA, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR.
4. ALL CCD'S AND ADDENDA SHALL BE SIGNED BY THE ARCHITECT/ENGINEER AND THE OWNER.
5. A CERTIFIED PROJECT INSPECTOR EMPLOYED BY THE COUNTY SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24, CCR. A CLASS 2 (MIN) INSPECTOR IS REQUIRED FOR THIS PROJECT.
6. SUPERVISION OF CONSTRUCTION BY DSA SHALL BE IN ACCORDANCE WITH SECTION 4-342, PART 1, TITLE 24.
7. CONTRACTOR, INSPECTOR, ENGINEERS SHALL SUBMIT VERIFIED REPORTS (FORM 6) IN ACCORDANCE WITH SECTION 4-336 AND 4-343, PART 1, TITLE 24.
8. THE STRUCTURAL ENGINEER SHALL PERFORM THEIR DUTIES IN ACCORDANCE WITH SECTION 4-333 (a) AND 4-341, PART 1, TITLE 24.
9. CONTRACTOR SHALL PERFORM HIS DUTIES IN ACCORDANCE W/ SECTION 4-343, PART 1, TITLE 24.
10. THE INTENT OF THESE DRAWINGS AND SPEC'S. IS THAT THE WORK DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THE TITLE 24, CCR. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE CONTRACT DOC'S. WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH SAID TITLE 24, CCR, A CCD DETAILING & SPECIFYING THE REQ'D. WORK SHALL BE SUBMITTED TO & APPROVED BY THE DSA BEFORE PROCEEDING WITH THE WORK.
11. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS, AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH LOCAL ORDINANCES.

PROJECT LOCATION



1 G100 PROJECT LOCATION
1/8" = 1'-0"



SHEET INDEX

Sheet Number	Sheet Name
G100	TITLE SHEET
M100	MECHANICAL LEGEND AND SCHEDULES
M101	MECHANICAL SPECIFICATIONS
M102	MECHANICAL SPECIFICATIONS
M103	TAB SPECIFICATIONS
M104	PLUMBING SPECIFICATIONS
M110	MECHANICAL DEMOLITION PLAN
M140	MECHANICAL ROOF DEMOLITION PLAN
M210	MECHANICAL FLOOR PLAN
M240	MECHANICAL ROOF PLAN
M300	MECHANICAL DETAILS
M301	MECHANICAL DETAILS
M400	T24 COMPLIANCE REPORT
E100	ELECTRICAL LEGEND AND SCHEDULES
E110	ELECTRICAL SPECIFICATIONS
E111	ELECTRICAL SPECIFICATIONS
E240	ELECTRICAL ROOF PLAN

TOTAL SHEETS: 17

DEFERRED APPROVAL

NO ITEMS ARE TO BE APPROVED UNDER DEFERRED APPROVAL IN THIS PROJECT.

ALTERNATES

NO ADDITIVE ALTERNATE ITEMS ARE INCLUDED IN THIS PROJECT.

PROJECT TEAM

OWNER:
TEHAMA COUNTY SHERIFF
22840 ANTELOPE BLVD
RED BLUFF, CA 96080

MECHANICAL ENGINEER:
NATHANIEL WARFIELD, PE
FRONTIER CONSULTING ENGINEERS, INC.
2727 BECHELLI LANE
REDDING, CA 96002
(530) 232-6160

ELECTRICAL ENGINEER:
NATHAN WARNER, PE
FRONTIER CONSULTING ENGINEERS, INC.
2727 BECHELLI LANE
REDDING, CA 96002
(530) 232-6160

STRUCTURAL ENGINEER:
BILL NAGEL, SE
NAGEL ENGINEERING
3335 PLACER STREET #225
REDDING, CA 96001
(530) 917-0224

PROJECT NOTICE

THE FINAL DESIGN DOCUMENTS ARE INTENDED TO BE USED AS A COMPLETE PACKAGE. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO FURNISH ANY SUBCONTRACTORS, MATERIAL OR EQUIPMENT SUPPLIERS ACCESS TO THE TOTAL BID PACKAGE OF FINAL DESIGN DOCUMENTS. ALL OF THE DOCUMENTS APPLY TO ALL MEMBERS OF THE GENERAL CONTRACTOR CONSTRUCTION TEAM.

THE ENGINEERS HAVE SHOWN VARIOUS PORTIONS OF THE WORK ON SEPARATE SHEETS OF DRAWINGS OR IN SEPARATE PROJECT SPECIFICATION SECTIONS FOR CLARITY. SUCH SEPARATION SHALL NOT BE CONSIDERED AS THE LIMITS OF THE WORK REQUIRED OF ANY SEPARATE TRADE. THE TERMS AND CONDITIONS OF SUCH LIMITATIONS ARE WHOLLY BETWEEN THE CONTRACTOR AND HIS SUB- CONTRACTORS.

THE FINAL PROJECT SHALL REFLECT ALL THE WORK SHOWN ON ALL DOCUMENTS WITHOUT REGARD TO WHO SHALL PROVIDE THE WORK. FOR PURPOSES OF THIS PROJECT THE ENGINEER / OWNER SHALL CONSIDER THE GENERAL CONTRACTOR AS THE SOLE PROVIDER OF ALL ITEMS NECESSARY TO COMPLETE THE PROJECT.

ITEMS SHOWN ON ONE DRAWING OR SPECIFICATION SECTION BUT NOT OTHERS SHALL BE FURNISHED IN THEIR ENTIRETY AS IF SHOWN ON ALL DOCUMENTS. - THE USE OF THESE DOCUMENTS WITHOUT THE BENEFIT OF REVIEWING THE ENTIRE PACKAGE WILL BE AT THE RISK OF THE USER.

SCOPE OF WORK

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES NEW VENTILATION SYSTEMS FOR THE MORGUE AT TEHAMA COUNTY SHERIFF'S OFFICE. THE PROJECT INCLUDES A 100% OUTDOOR AIR SYSTEM FOR MAKEUP AIR. AN EXISTING EXHAUST SYSTEM WILL REMAIN IN OPERATION AND BE REBALANCED TO ACHIEVE PRESSURE RELATIONSHIPS. THE PROJECT INCLUDES NEW ROOM PRESSURE MONITORING CONTROLS.

STRUCTURAL DESIGN CRITERIA

NEW EQUIPMENT PLACED IN THE LOCATION OF REMOVED ROOFTOP UNIT IS EXEMPT FROM CALCULATIONS BECAUSE IT DOES NOT EXCEED THE REMOVED ROOFTOP UNIT WEIGHT.

REFER TO STRUCTURAL CALCULATIONS PACKAGE FOR ADDITIONAL CRITERIA.

FRONTIER
CONSULTING ENGINEERS
2727 Bechelli Lane - Redding, CA 96002
Ph: (530) 232-6160 - www.frontierce.com

ALL IDEAS, DESIGNS, AND PLANS REPRESENTED BY THIS DRAWING ARE THE EXCLUSIVE PROPERTY OF FRONTIER CONSULTING ENGINEERS, INC. AND SHALL NOT BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION. ANY UNAUTHORIZED REUSE OF THIS DRAWING SHEET OTHER THAN FOR THE PROJECT AND LOCATION SHOWN IS PROHIBITED.

LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
NATHANIEL E. WARFIELD
No. M41888
Exp. 06-31-2026
MECHANICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

TITLE SHEET

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	As indicated
PROJECT NO:	24049

G100

MECHANICAL LEGEND

SYMBOLS	ABBREVIATIONS	
	ABC	ABOVE CEILING
	AFF	ABOVE FINISHED FLOOR
AD	AD	ACCESS DOOR
12/8	AL	ACOUSTIC LINED DUCT (DIM IS INTERNAL)
	AC	AIR CONDITIONING
	BHP	BRAKE HORSE POWER
	CFM	CUBIC FEET PER MINUTE
A 123 CFM		DIFFUSER TAG
	D	DEMO
	DB	DRY BULB
12/8		DUCT (RECTANGULAR DUCT, DIMENSIONS IN INCHES)
12Ø		DUCT (ROUND DUCT, DIAMETER IN INCHES)
D		DUCT DROP IN DIRECTION OF ARROW
R		DUCT RISE IN DIRECTION OF ARROW
	EER	ENERGY EFFICIENCY RATIO
	EAT	ENTERING AIR TEMPERATURE
EA	EA	EXHAUST AIR DUCT
	EF	EXHAUST FAN
		EXHAUST GRILLE
	(E), EX	EXISTING
	ESP	EXTERNAL STATIC PRESSURE
	FPM	FEET PER MINUTE
		FLEXIBLE DUCT
	FLA	FULL LOAD AMPS
	LAT	LEAVING AIR TEMPERATURE
L		LOUVERED DOOR
	MOCP	MAXIMUM OVER CURRENT PROTECTION
	MCA	MINIMUM CIRCUIT AMPACITY
M		MOTORIZED DAMPER
	(N)	NEW
		NEW CONNECTION TO EXISTING
	OA	OUTSIDE AIR
1 123 CFM		REGISTER/GRILLE TAG
	(R), R	RELOCATE
		REMOVE TO THIS POINT
RA	RA	RETURN AIR DUCT
		RETURN GRILLE
	RL/RS	REFRIGERANT LINE SET
	SEER	SEASONAL ENERGY EFFICIENCY RATIO
SD	SD	SMOKE DETECTOR
SP		STATIC PRESSURE SENSOR
SA	SA	SUPPLY AIR DUCT
		SUPPLY DIFFUSER
T	T'STAT	THERMOSTAT (48" AFF TOP OF BOX)
	TSP	TOTAL STATIC PRESSURE
		TURNING VANES
	TYP	TYPICAL
UC		UNDERCUT DOOR
	UG	UNDERGROUND
	VIF	VERIFY IN FIELD
		VOLUME DAMPER - MANUAL OPERATION
	WB	WET BULB

EXISTING EXHAUST FAN SCHEDULE

ID	Location	Manufacturer	Model	CFM	S.P.	Fan Drive	Service	Motor HP	Weight (lbs)	Notes
EF-1	MORGUE	CAPTIVEAIRE	DU85HFA	2,100	0.75	DIRECT	115/60/1	3/4	85	1-4

NOTES:
1. BALANCE TO SPECIFIED AIRFLOWS.
2. 0-10V DC SPEED CONTROL.
3. DIRECT DRIVE.
4. EQUIPMENT SHALL BE SCHEDULED TO RUN 24/7 IN ORDER TO MAINTAIN PROPER PRESSURE BALANCE IN BUILDING.

HEAT PUMP SCHEDULE

					Cooling			Heating			Electrical Data						
ID	Service	Location	Manufacturer	Model	Rated Capacity Btu/h	Rating Conditions	EER/IEER	Rated Capacity Btu/h	Rating Conditions	COP 47°F/17°F	Service	MCA	MOCP	Refrigerant	Dimensions	Operating Weight (lbs)	Notes
HP-1	MORGUE	ROOF	DAIKIN	RXYQ144AATJA	131,578	110°F OA DB	11.7/22.9	138,706	25°F DB/20°F WB	3.4/2.1	208/3/60	47.8	50.0	R410A	48.8"W x 30.1"D x 65.4"H	750	1

NOTES:
1. PROVIDE WITH ALL REQUIRED REFRIGERAATION PIPING AND APPURTENANCES.

FAN COIL UNIT SCHEDULE

					Cooling Capacity		Electrical Data					
ID	Manufacturer	Model	Airflow	ESP	Total MBh	Heating MBh	Service	MCA	MOCP	Dimensions	Weight (lbs)	Notes
FC-1	DAIKIN	FXMQ48MFVJU	650	0.88"	29.1	30	208/1/60	2.1	15	29.3"W x 43.3"D x 18.5"H	190	1-3,5-6
FC-2	DAIKIN	FXMQ96MFVJU	1250	1.1"	56.7	61	208/1/60	4.1	15	54.3"W x 43.3"D x 18.5"H	271	1-2, 4-5

NOTES:
1. PROVIDE DAIKIN BRC1E73 REMOTE CONTROLLER.
2. PROVIDE WITH ALL REQUIRED PIPING AND APPURTENANCES.
3. PROVIDE DACA-MQ48F-13-1K FILTER RACK WITH 18"x24"x4" MERV 13 FILTERS.
4. PROVIDE DACA-MQ96F-13-1K FILTER RACK WITH 18"x24"x4" MERV 13 FILTERS.
5. EQUIPMENT SHALL BE SCHEDULED TO RUN 24/7 IN ORDER TO MAINTAIN PROPER PRESSURE BALANCE IN BUILDING.
6. MANUFACTURER'S INTEGRAL CONDENSATE OVERFLOW SWITCH.

INTAKE HOOD SCHEDULE

ID	Manufacturer	Model	CFM	Throat Size	Velocity (fpm)	Pressure Drop	Weight (lbs)	Notes
IH-1	GREENHECK	FGI-21X21	1,900	21"x21"	621	0.065	71	1-3

NOTES:
1. PROVIDE MANUFACTURER'S INSULATED FLAT ROOF CURB.
2. PROVIDE MANUFACTURER'S BIRD SCREEN.

AIR OUTLET SCHEDULE

ID	Manufacturer	Model	Mounting	Module Size	Face Size	Neck Size	Material	Finish	Notes
A	TITUS	TDC	SURFACE	--	15"x15"	SEE PLANS	STEEL	#26 WHITE	1

NOTES:
1. LOUVERED FACE SUPPLY GRILLE, 4-WAY THROW.

2022 CMC TABLE 4-A

				2022 CMC Table 4-A Requirements				Design Values		Space Volume			Design Air Balance Data					
HVAC Unit	Exhaust Fan	Number	Name	Area Designation	Air Balance Relationship	Min. O.A. ACH	Min. Total ACH	Outside Air ACH	Total Air ACH	Area	Ceiling Height	Volume	Supply Air	Outside Air	Exhaust Air	Return Air	Transfer Air	Notes
HP-1																		
FC-1, FC-2	(E) EF-1	1	MORGUE	MORGUES AND AUTOPSY ROOM	NEGATIVE	2	12	10.9	15.0	709 SF	8' - 6"	6027 CF	1370	1096	1510	0	-140	1
FC-2	(E) EF-1	2	AUTOPSY ROOM	MORGUES AND AUTOPSY ROOM	NEGATIVE	2	12	10.5	14.5	279 SF	8' - 0"	2234 CF	490	392	540	0	-50	1
FC-2	(E) EF-1	3	RR	--	NR	--	--	5.1	8.0	47 SF	8' - 0"	376 CF	40	32	50	0	-10	2
										1035 SF		8638 CF	1900	1520	2100	0	-200	

NOTES:
1. AUTOPSY AND MORGUE SHALL BE BALANCED NEGATIVE TO ADJACENT SPACES. REFER TO 1/M210 FOR PRESSURE MONITORING SENSORS AND DISPLAY.
2. ROOM IS NOT BOUND BY TABLE 4-A PER CODE AND IS SHOWN ONLY FOR OVERALL AIR BALANCE.

ROOM PRESSURE MONITOR SPECIFICATIONS

PART 1.0 - GENERAL

1.1 DESCRIPTION

A) A ROOM PRESSURE MONITOR SYSTEM SHALL BE FURNISHED AND INSTALLED TO MEASURE AND DISPLAY THE MEASURED ROOM PRESSURIZATION INDEPENDENT OF SUPPLY AND EXHAUST FLOW VOLUMES. THE SYSTEM SHALL ENSURE THAT THE AIR PRESSURE OF THE SPACE IS NEGATIVE WITH RESPECT TO THE ADJACENT SPACES TO COMPLY WITH THE RECOMMENDATIONS PUT FORTH IN THE ANSI/ASHRAE STANDARD 170-2008

1.2 ACCEPTABLE MANUFACTURERS

A) SPECIFICATIONS AND DRAWINGS ARE BASED ON TSI INC. PRESSURA™ MODEL RPM10-SA ROOM PRESSURE MONITOR.

1.3 WARRANTY

A) THE ROOM PRESSURE MONITOR SYSTEM SHALL HAVE A LIMITED TWO-YEAR WARRANTY FOR ALL PARTS. THE WARRANTY SHALL COMMENCE ON THE DATE OF SHIPMENT FROM THE MANUFACTURER.

PART 2.0 - SYSTEM REQUIREMENTS

A) THE ROOM PRESSURE MONITOR SYSTEM SHALL MEASURE THE PRESSURE DIFFERENTIAL BETWEEN THE ROOM AND REFERENCE SPACE. THE ROOM PRESSURE SENSOR SHALL HAVE A RESOLUTION OF 5% OF THE MEASURED VALUE AND SHALL DETECT ANY CHANGE IN THE ROOM PRESSURE WITHIN 0.1 SECOND, WITH A MINIMUM READING OF 0.00001 INCHES H2O. SENSOR SHALL BE BI-DIRECTIONAL AND SHALL HAVE DIP SWITCHES FOR MATCHING SENSOR DIRECTION AND ROOM POLARITY. SENSOR TEMPERATURE COMPENSATION SHALL BE FROM 55F TO 95F. ACCURACY SHALL BE 10% OF READING. AT MINIMUM PRESSURE OF 0.00001 INWC ACCURACY SHALL BE +/- 0.000001 INWC. SENSOR SHALL UTILIZE IN LINE CERAMIC COATED RTDS FOR MASS FLOW MEASUREMENT, THERMISTER BASED SENSORS ARE NOT ACCEPTABLE.

B) EACH MONITOR SHALL HAVE A FULL COLOR TOUCH SCREEN INTERFACE WITH A MINIMUM TOUCHSCREEN SIZE OF 4.3 INCHES. SCREEN SHALL BE CAPABLE OF DISPLAYING MULTIPLE COLORS AT ONE TIME, DISPLAYING ROOM MODE, ALARM STATUS, AND USER-CONFIGURABLE ROOM LABELS FOR THREE ROOMS ON A SINGLE SCREEN WITHOUT SCROLLING. DISPLAYS THAT CHANGE THE BACKLIGHTING COLOR OR EXTERNAL LEDS TO INDICATE ALARM STATUS ARE NOT ACCEPTABLE. MONITORS THAT USE KEYPADS ARE NOT ACCEPTABLE.

C) SYSTEMS UTILIZING PRESSURE TRANSDUCERS TO MEASURE ROOM PRESSURE DIFFERENTIAL MUST USE COPPER OR STAINLESS STEEL TUBING TO ELIMINATE KINKING. SYSTEMS UTILIZING PRESSURE TRANSDUCERS MUST PROVIDE ACCURACY STATEMENTS INCLUDING NON-LINEARITY, HYSTERESIS, NON-REPEATABILITY, ZERO OFFSET, SPAN OFFSET, AND TEMPERATURE COMPENSATION ERRORS. SYSTEMS UTILIZING PRESSURE TRANSDUCERS MUST INCLUDE 10 YEARS OF RECALIBRATIONS USING A CALIBRATION KIT THAT MEETS OR EXCEEDS ACCURACY: ±0.04% FS, PRECISION 0.0002 IN H2O, CALIBRATION STABILITY OF 0.2% READING/YR. CALIBRATION KIT MUST HAVE VALID NIST-TRACEABLE CALIBRATION CERTIFICATE. CALIBRATIONS THAT CONSIST OF RE-ZEROING THE SENSOR WITHOUT ADJUSTING THE SENSOR SPAN ARE NOT ACCEPTABLE.

D) LOCAL AUDIBLE AND VISUAL ALARMS AND RELAY CONTACTS SHALL BE ENABLED WHENEVER EITHER MEASURED ROOM PRESSURE DIFFERENTIAL FALLS BELOW ITS USER CONFIGURABLE LOW ALARM SET POINT OR RISES ABOVE ITS USER CONFIGURABLE HIGH ALARM SET POINT, AFTER A CONFIGURABLE DELAY. THE PRIMARY, SECOND AND THIRD PRESSURE SENSORS SHALL HAVE INDIVIDUAL ALARM SET POINTS FOR HIGH AND LOW ALARMS. A MUTE FUNCTION SHALL TEMPORARILY SILENCE THE AUDIBLE ALARM FOR A USER CONFIGURED DELAY. MANUAL OR AUTOMATIC RESET OF THE ALARMS SHALL BE CONFIGURABLE.

E) THE ROOM PRESSURE MONITOR SYSTEM SHALL ACCEPT 7 INPUTS CONFIGURABLE PRESSURE, FLOW, DOOR SWITCH, KEY SWITCH.

F) CALIBRATION OF ROOM PRESSURE DIFFERENTIAL AND AIR FLOW SHALL BE DONE ELECTRONICALLY.

G) ROOM PRESSURE MONITOR SHALL HAVE AN ANALOG OUTPUT FOR ROOM PRESSURE, CONFIGURABLE FOR 0-1VDC OR 4-20MA.

H) MONITORS AND NURSE STATION ALARMS SHALL MOUNT IN STANDARD DEPTH ELECTRICAL BOX AND SHALL EXTEND NO MORE THAN 0.625" FROM WALL.

PART 4.0 - EXECUTION

4.1 INSTALLATION

A) THE AUTOMATIC TEMPERATURE MEASURES (ATC) CONTRACTOR SHALL INSTALL THE ROOM PRESSURE SENSOR AND MONITOR IN EACH PATIENT ROOM, AS RECOMMENDED BY THE MANUFACTURER'S INSTALLATION INSTRUCTIONS AND INSTALL ALL WIRING AS REQUIRED.

4.2 EQUIPMENT START-UP, CALIBRATION, AND TRAINING

A) THE CONTRACTOR SHALL PERFORM SYSTEM START UP. START-UP SHALL INCLUDE CALIBRATION OF THE MONITORS. CALIBRATION SHALL BE PERFORMED ONLY AFTER SUBSTANTIAL COMPLETION OF THE BUILDING. CEILINGS AND DOORS SHALL BE INSTALLED AND THE HVAC SYSTEMS (EXHAUST AND SUPPLY FANS) SHALL BE PROPERLY AIR-BALANCED. THE BALANCING CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL VERIFICATION AND REPORTING OF ALL AIR FLOWS.

B) THE CONTRACTOR SHALL PROVIDE 3 HOURS OF TRAINING FOR BUILDING PERSONNEL.

ACCEPTANCE TESTING

PER TAB SPECIFICATION SECTION 1.2.B. THE MECHANICAL CONTRACTOR IS RESPONSIBLE FOR HIRING A QUALIFIED TESTING, ADJUSTING, AND BALANCING (TAB) AGENCY. THE TAB AGENCY MUST BE AN APPROVED ACCEPTANCE TEST EMPLOYER WITH ACCEPTANCE TEST TECHNICIANS (ATT) WHO WILL BE REQUIRED TO PERFORM ALL ACCEPTANCE TESTING AND ASSOCIATED FORMS.

PIPING MATERIALS SCHEDULE

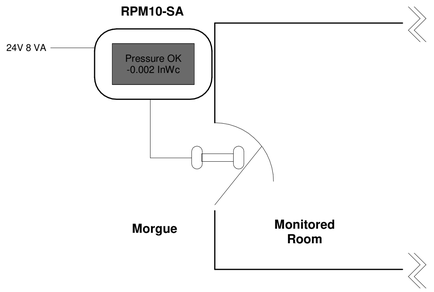
Service	Location	Size	Material	Notes
COND. DRAIN	ALL	ALL	TYPE M - HARD TEMPER COPPER	SLOPED AT 1/4" PER FOOT PROVIDE CLEANOUTS PER 2022 CMC 310.3.1

Symbol Key



Room Pressure Sensor
UL 2 Hour Fire Wall Rated
Bi-Directional, Mount over door

RPMxx_DIM
(Digital Indication Module) Keypad & Display, A/V Alarms. Mount in hallway outside room or suite.



Notes:
Mount RPM10 monitor adjacent to door.
Mount sensor over door

Reference	Monitored Room
Morgue 1	Evidence

NOTES:
1. PER ASHRAE 107-2021 SECTION 7.5.1, THE PRESSURE DIFFERENTIAL BETWEEN THE MORGUE AND EVIDENCE STORAGE SHALL BE A MINIMUM OF -0.01 IN. WATER. IF THE PRESSURE DIFFERENTIAL IS REDUCED, AN ALARM SHALL BE GENERATED. REFER TO ROOM PRESSURE MONITOR SPECIFICATIONS FOR DETAILS.

1 / M100 MONITOR CONTROLS DETAIL
NOT TO SCALE

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Ph: (530) 232-6160 - www.frontierce.com

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LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
DANIEL E. WARREN
No. M41808
Exp. 03-31-2026
MECHANICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

MECHANICAL LEGEND AND SCHEDULES

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	1/8" = 1'-0"
PROJECT NO:	24049

M100

MECHANICAL SPECIFICATION

PART 1 – GENERAL

1.1 INCLUDED

A. THIS SECTION COVERS MECHANICAL WORK, COMPLETE. WORK INCLUDES FURNISHING, INSTALLING, CALIBRATING, ADJUSTING, TESTING, DOCUMENTING, AND STARTING UP EQUIPMENT IN ACCORDANCE WITH THESE SPECIFICATIONS, THE ACCOMPANYING PLANS, AND THE DIRECTIONS OF THE ENGINEER.

1.2 CODES AND STANDARDS

A. ALL WORK SHALL BE DONE IN CODE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING SAFETY CODES, ORDINANCES, AND REGULATIONS. ADDITIONALLY, ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING STANDARDS:

1. NATIONAL FIRE PROTECTION ASSOCIATION.
2. CALIFORNIA MECHANICAL CODE.
3. CALIFORNIA PLUMBING CODE.
4. UNDERWRITERS LABORATORIES.
5. TITLES 8, 17, 19, 21, 24 OF THE CALIFORNIA CODE OF REGULATIONS.
6. CALIFORNIA ELECTRIC CODE.
7. SMACNA STANDARDS.
8. ASHRAE STANDARDS 55 AND 62.1.

B. WHEN THE CONTRACT DOCUMENTS CALL FOR MATERIALS OR CONSTRUCTION OF A HIGHER STANDARD THAN IS REQUIRED BY THE ABOVE, THE CONTRACT DOCUMENT REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS OF THE APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE INTERPRETED AS PERMITTING WORK IN VIOLATION OF SAID LAWS, RULES, AND/OR REGULATIONS.

C. THE CONTRACTOR FOR THIS WORK SHALL FURNISH, WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIALS AND/OR LABOR AS MAY BE REQUIRED FOR COMPLIANCE WITH THESE LAWS, RULES, AND/OR REGULATIONS THOUGH SUCH MATERIALS AND/OR LABOR ARE NOT SPECIALLY SET FORTH IN THE CONTRACT DOCUMENTS.

1.3 LICENSING REQUIREMENTS

A. ALL WORK OF DIVISION 22 AND 23 SHALL BE PERFORMED BY AN APPROPRIATELY LICENSED CONTRACTOR. THE LICENSES SHALL BE CURRENT, VALID THROUGH THE TERM OF THE CONTRACT AND IN THE NAME OF THE CONTRACTOR.

1. ALL HVAC WORK, WHICH INCLUDES WARM AIR HEATING SYSTEMS AND WATER HEATING PUMPS, VENTILATING SYSTEMS, AIR CONDITIONING SYSTEMS, AND DUCTWORK, REGISTERS, FLUES, HUMIDITY, AND THERMOSTATIC CONTROLS IN CONNECTION WITH THESE SYSTEMS, SHALL BE PERFORMED BY A C-20 – WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING CONTRACTOR.
2. ALL HYDRONIC PIPING SYSTEMS SHALL BE PERFORMED BY A C-4 – BOILER, HOT WATER HEATING AND STEAM FITTING CONTRACTOR.
3. ALL HYDRONIC PIPING INSULATION SHALL BE PERFORMED BY A C-2 – INSULATION AND ACOUSTICAL CONTRACTOR.

1.4 SUBMITTALS

A. SUBMITTAL LISTS AND DRAWINGS SHALL INCLUDE IDENTIFYING MARKS ASSIGNED BY THE DRAWINGS AND SPECIFICATIONS.

B. REVIEW OF DRAWINGS AND OTHER MATERIAL SUBMITTED SHALL NOT BE CONSTRUED AS COMPLETE CHECK OR CONSTITUTE A WAIVER OF THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS, BUT WILL INDICATE THAT THE MATERIAL SUBMITTED IS ACCEPTABLE IN QUALITY AND UTILITY. THIS REVIEW SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO FIT THE PROPOSED MATERIALS TO THE SPACES PROVIDED, AND TO EFFECT NECESSARY REARRANGEMENTS OR CONSTRUCTION OF OTHER WORK.

C. ALL FIXTURES, MATERIALS, AND EQUIPMENT EQUAL IN QUALITY AND UTILITY TO THESE HEREIN MENTIONED WILL BE ACCEPTED. WHEN SPECIFIC NAMES ARE USED IN DESCRIBING FIXTURES, MATERIALS, AND EQUIPMENT THEY ARE MENTIONED AS STANDARDS ONLY, BUT THIS IMPLIES NO RIGHT ON THE PART OF THE CONTRACTOR TO USE OTHER FIXTURES, MATERIAL, AND EQUIPMENT OR METHODS, UNLESS APPROVED AS EQUAL IN QUALITY AND UTILITY BY THE ARCHITECT.

D. BEFORE ANY FIXTURES, MATERIALS, OR EQUIPMENT ARE PURCHASED, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL, A COMPLETE LIST OF MATERIALS, FIXTURES, AND EQUIPMENT, GIVING THE MANUFACTURER'S NAMES, CATALOG NUMBER, CAPACITY, SIZE, POWER REQUIREMENTS, ETC.

E. THE CONTRACTOR SHALL SUBMIT FOR THE APPROVAL OF THE ENGINEER, SHOP DRAWINGS OF PROPOSED MATERIAL AND EQUIPMENT THAT DIFFER FROM THE SPECIFIED MATERIALS AND EQUIPMENT, AND OF ANY SPECIFIED MATERIALS AND EQUIPMENT WITH SPECIAL CONDITIONS AND/OR ARRANGEMENTS. THESE DRAWINGS SHALL SHOW NECESSARY MODIFICATIONS OF OWNER, PLUMBING, ELECTRICAL, AND MECHANICAL WORK REQUIRED BY THE PROPOSED MATERIALS AND EQUIPMENT.

1.5 COOPERATION WITH OTHER TRADES

A. COOPERATE FULLY WITH OTHER TRADES DOING WORK ON THE PROJECT AS MAY BE NECESSARY FOR THE PROPER COMPLETION OF THE PROJECT. REFER TO THE STRUCTURAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR DETAILS OF THE BUILDING STRUCTURE AND EQUIPMENT INSTALLATION THAT WILL TEND TO OVERLAP, CONFLICT WITH OR REQUIRE COORDINATION WITH THE WORK OF THIS SECTION, AND SCHEDULE THIS WORK ACCORDINGLY.

B. ANY WORK DONE WITHOUT REGARD FOR OTHER TRADES SHALL BE MOVED, REPLACED, OR REDONE AS REQUIRED, WITHOUT EXTRA CHARGES TO OWNER.

1.6 DIVISION OF WORK BETWEEN DIVISIONS 23 AND 26

A. CLOSE COORDINATION BETWEEN THE ELECTRICAL AND MECHANICAL TRADES IS A PART OF THE WORK THAT IS REQUIRED BY THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR OMISSIONS BASED ON INCORRECTLY ASSUMING ANOTHER TRADE WILL BE PERFORMING YOUR WORK. CONFIRM YOUR SCOPE OF WORK WITH THE GENERAL CONTRACTOR.

B. THE DIVISION OF RESPONSIBILITIES BETWEEN TRADES SUPPLYING EQUIPMENT IN OTHER DIVISIONS MAY BE DIFFERENT. FOR INSTANCE, DIVISION 26 CONTRACTOR MAY BE REQUIRED TO SUPPLY DISCONNECT SWITCHES AND STARTERS FOR NON-HVAC MECHANICAL EQUIPMENT SUPPLIED UNDER OTHER DIVISIONS.

C. DIVISION 23 RESPONSIBILITIES

1. ASSUME RESPONSIBILITY FOR THE PROPER FUNCTIONING OF THE HVAC SYSTEMS IN THEIR ENTIRETY.
2. FURNISH AND INSTALL ALL CONDUCTORS AND CONDUIT REQUIRED FOR CONTROL OF HVAC EQUIPMENT.
3. MAKE ALL TERMINATIONS WITH THE EXCEPTION OF POWER CONDUCTORS.
4. FURNISH AND INSTALL ALL CONTROL PANELS AND DEVICES TO PROVIDE A COMPLETE AND FUNCTIONAL CONTROLS SYSTEM, INCLUDING ALL CONTROLS TRANSFORMERS.
5. FURNISH AND INSTALL MOTOR STARTERS FOR ALL EQUIPMENT SPECIFIED IN DIVISION 23.
6. INSTALL DUCT SMOKE DETECTORS FURNISHED BY FIRE ALARM CONTRACTOR IN BUILDINGS WITH FIRE ALARM SYSTEMS.
7. FURNISH AND INSTALL DUCT SMOKE DETECTORS IN BUILDINGS WITHOUT FIRE ALARM SYSTEMS.
8. FURNISH AND INSTALL ALL CONTROL CONDUCTORS AND CONDUIT CONNECTING DUCT SMOKE DETECTORS TO SMOKE DAMPERS AND FAN START CONTROLS.
9. ALL ELECTRICAL WORK PERFORMED UNDER DIVISION 23 SHALL CONFORM TO THE REQUIREMENTS OF DIVISION 26.

D. DIVISION 26 RESPONSIBILITIES

1. FURNISH AND INSTALL ALL RACEWAYS, CONDUIT, DISCONNECT SWITCHES, AND CONDUCTORS NECESSARY FOR ELECTRICAL POWER SUPPLY.
2. MAKE ALL POWER SUPPLY TERMINATIONS TO MOTORS, STARTERS, DISCONNECT SWITCHES, CONTROL TRANSFORMERS, AND OTHER MECHANICAL DEVICES.
3. FIRE ALARM CONTRACTOR TO FURNISH DUCT SMOKE DETECTORS IN BUILDINGS WITH FIRE ALARM SYSTEMS.
4. PROVIDE POWER TO ALL DUCT SMOKE DETECTORS AND SMOKE DAMPERS.
5. COORDINATE ALL WORK WITH MECHANICAL CONTRACTORS.

1.7 AS-BUILT DRAWINGS

A. A COMPLETE SET OF CONTRACT DRAWINGS SHALL BE MAINTAINED AT THE WORK SITE, AND ALL CHANGES IN THE WORK SHALL BE RECORDED ON THIS SET, ON A DAILY BASIS. THE FINAL AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

1.8 DESIGN DRAWINGS

A. THE DRAWINGS INDICATE DIAGRAMMATICALLY THE GENERAL LAYOUT OF THE MECHANICAL SYSTEMS AND OTHER RELATED WORK. FIELD VERIFICATION OF SCALED DIMENSIONS TAKEN FROM THE DRAWINGS IS REQUIRED.

B. THE CONTRACTOR SHALL REVIEW AND COMPARE THE ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS AND ALL OWNER SUPPLIED EQUIPMENT DRAWINGS, AND ADJUST THEIR WORK TO BE IN CONFORMITY WITH THE CONDITIONS INDICATED THEREON. DISCREPANCIES BETWEEN DRAWINGS, BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, SHALL PROMPTLY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR A DETERMINATION OF THE MODIFICATIONS TO BE EFFECTED. IN THE EVENT THAT A MAJOR MODIFICATION IS REQUIRED, A CHANGE ORDER WILL BE PREPARED.

1.9 VERIFICATION OF EXISTING CONDITIONS AND DEMOLITION

A. BEFORE INSTALLATION OF ANY NEW WORK, VERIFY THE LOCATION, SIZE, AND OTHER CONDITIONS AT ALL POINTS OF CONNECTION TO SERVICES OR OTHER EXISTING PIPING, AND AT ALL LOCATIONS WHERE NEW WORK WILL CROSS OR PASS NEAR EXISTING PIPING, ELECTRICAL, OR OTHER FACILITIES.

B. REMOVE DUCTWORK, PIPING, CONTROLS, FIXTURES, AND EQUIPMENT THAT IS NOT TO REMAIN IN SERVICE AS SHOWN ON THE DRAWINGS OR AS REQUIRED. THIS INCLUDED THE REMOVAL OF ASSOCIATED APPURTENANCES AND SUPPORTS.

C. PATCH, CAP, OR REPAIR EXISTING WORKS AFFECTED BY THIS DEMOLITION IN CONCEALED SPACES WITHIN SIX (6) INCHES OF A LIVE MAIN OR BRANCH.

D. DELIVER REMOVED MATERIAL TO THE OWNER AS DIRECTED BY THE ARCHITECT. DISPOSE OF ALL OTHER REMOVED MATERIAL OFFSITE.

E. INFORMATION SHOWN RELATIVE TO EXISTING SERVICES IS BASED UPON AVAILABLE RECORDS AND DATA DURING PREPARATION OF THE DRAWINGS, BUT SHALL BE VERIFIED. MAKE REASONABLE DEVIATIONS FOUND NECESSARY TO CONFORM TO ACTUAL LOCATIONS AND CONDITIONS, WITHOUT EXTRA CHARGE.

1.10 OPERATING AND MAINTENANCE INSTRUCTIONS

A. FURNISH THREE SETS OF TYPEWRITTEN INSTRUCTIONS COVERING MAINTENANCE, ADJUSTMENT, AND OPERATION OF EACH PIECE OF APPARATUS, BOUND IN A HARD COVER LOOSE-LEAF BINDER. NEATLY OBSCURE OR CROSS OUT INAPPLICABLE DATA FROM MANUFACTURER'S LITERATURE. SUBMIT DATA TO THE ARCHITECT.

B. OPERATING INSTRUCTIONS SHALL SHOW SEQUENCE OF OPERATIONS, LUBRICATION, CARE, AND MAINTENANCE REQUIREMENTS OF ALL EQUIPMENT. FINAL ACCEPTANCE OF THE WORK WILL NOT BE MADE UNTIL A SATISFACTORY SUBMISSION OF THIS MATERIAL IS RECEIVED AND APPROVED BY THE ARCHITECT.

C. THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL BE INSTRUCTED IN THE OPERATION AND SERVICING OF ALL HVAC & PLUMBING SYSTEMS.

1.11 ACCURACY OF DATA

A. THE DATA GIVEN HEREIN AND ON THE DRAWINGS ARE AS EXACT AS COULD BE REASONABLY SECURED, BUT ABSOLUTE ACCURACY IS NOT GUARANTEED. EXACT LOCATIONS, DISTANCES, ELEVATIONS, ETC. WILL BE GOVERNED BY SHOP DRAWINGS, THE BUILDING ITSELF, AND ACTUAL FIELD CONDITIONS.

1.12 DAMAGE BY LEAKS

A. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO WORK OF OTHER CONTRACTORS THAT IS CAUSED BY LEAKS IN ANY TEMPORARY OR PERMANENT PIPING SYSTEMS DUE TO PIPE RUPTURE, DISCONNECTED PIPES OR FITTINGS, OR BY OVERFLOW OF EQUIPMENT.

1.13 SEISMIC FORCE RESISTANCE: MECHANICAL, PLUMBING, FIRE PROTECTION SYSTEMS

A. ALL MECHANICAL SYSTEMS AND PLUMBING PIPING SYSTEMS SHALL ADHERE TO THE SMACNA "SEISMIC RESTRAINT MANUAL: GUIDELINES FOR MECHANICAL SYSTEMS," THIRD EDITION DATED MARCH 2008.

1.14 DELIVERY, STORAGE, AND HANDLING

A. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, STORAGE, PROTECTION, AND PLACING OF ALL EQUIPMENT AND MATERIALS.

1. CONTRACTOR SHALL PROTECT THE WORK AND MATERIALS FROM DAMAGE DURING CONSTRUCTION. EQUIPMENT STORED AT THE JOB SITE SHALL BE PROTECTED FROM DUST, WATER, OR OTHER DAMAGE, AND BE COVERED IF EQUIPMENT IS EXPOSED TO WEATHER. PROTECT INTERIORS OF NEW EQUIPMENT AND PIPING SYSTEMS AGAINST ENTRY OF FOREIGN MATTER. CLEAN BOTH INSIDE AND OUTSIDE BEFORE PAINTING OR PLACING EQUIPMENT IN OPERATION.
2. ANY ITEMS DAMAGED SHALL BE REPAIRED OR REPLACED, AT NO ADDITIONAL COST TO THE OWNER.

B. CLEANLINESS OF PIPING AND EQUIPMENT SYSTEMS

1. EXERCISE CARE IN STORAGE AND HANDLING OF EQUIPMENT AND PIPING MATERIAL TO BE INCORPORATED IN THE WORK. REMOVE DEBRIS ARISING FROM CUTTING, THREADING, AND WELDING OF PIPING.
2. PIPING SYSTEMS SHALL BE FLUSHED, BLOWN, OR PIGGED AS NECESSARY TO DELIVER CLEAN SYSTEMS.
3. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL COSTS, DAMAGE, AND DELAY ARISING FROM FAILURE TO PROVIDE CLEAN SYSTEMS.

1.15 WARRANTIES

A. EQUIPMENT WARRANTIES SHALL BE PROVIDED FOR ALL EQUIPMENT, WITH ALL NECESSARY INFORMATION FILLED IN, EXCEPT PURCHASE DATE, IN FAVOR OF THE OWNER.

B. THE CONTRACTOR SHALL GUARANTEE THAT ALL WORK UNDER THIS SECTION IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FILING THE NOTICE OF COMPLETION. REPLACEMENT OF DEFECTIVE WORK AND DAMAGE CAUSED TO WORK OF OTHER TRADES AS A RESULT OF SUCH DEFECTIVE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE MADE AT NO COST TO THE OWNER.

1.16 ALTERNATIVE MATERIALS AND METHODS

A. THESE PLANS AND SPECIFICATIONS DESCRIBE THE GENERAL SCOPE OF THE MECHANICAL SYSTEMS. THESE PLANS AND SPECIFICATIONS DO NOT PRECLUDE THE SUBMITTAL OF ALTERNATIVE METHODS OR MATERIALS. MANUFACTURER'S NAMES AND CATALOG NUMBERS ARE STATED TO IDENTIFY THE TYPE AND QUALITY OF THE EQUIPMENT OR MATERIALS REQUIRED FOR THE PROJECT.

B. THE CONTRACTOR MAY SUBMIT SHOP DRAWINGS AND/OR TECHNICAL INFORMATION ON ALTERNATIVE EQUIPMENT, MATERIALS OR INSTALLATION DETAILS TO ACCOMPLISH THE INTENT OF THE PLANS AND SPECIFICATIONS. APPROVAL OF THE ALTERNATIVE EQUIPMENT, MATERIALS OR INSTALLATION DETAILS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY FOR COMPLYING WITH THE INTENT OF THE PLANS AND SPECIFICATIONS. SUBMIT THE MANUFACTURERS' TECHNICAL INFORMATION, SHOP DRAWINGS, AND/OR WRITTEN DESCRIPTION OF ALTERNATIVE METHODS FOR EACH ITEM DESCRIBED BY MANUFACTURER'S NAME AND CATALOG NUMBER AND FOR EACH COMPONENT, EQUIPMENT, MATERIAL, OR INSTALLATION DETAIL REQUIRED.

1.17 SITE EXAMINATION

A. THOROUGHLY EXAMINE THE SITE AND VERIFY THE ACTUAL WORK CONDITIONS. NO EXTRA COMPENSATION WILL BE ALLOWED FOR EXPENSES DUE TO FAILURE TO DISCOVER SITE CONDITIONS WHICH AFFECT THE WORK.

PART 2 – PRODUCTS

2.1 GENERAL

A. ALL MATERIALS, APPLIANCES, AND EQUIPMENT SHALL BE NEW AND BEST OF THEIR RESPECTIVE KINDS, FREE FROM DEFECTS, AND OF THE MAKE, BRAND, OR QUALITY SPECIFIED OR AS ACCEPTED BY THE ARCHITECT.

B. WHEN TWO OR MORE UNITS OF MATERIALS OR EQUIPMENT OF THE SAME TYPE OR CLASS ARE REQUIRED, THESE UNITS SHALL BE PRODUCTS OF ONE MANUFACTURER.

C. APPLY AND INSTALL ALL ITEMS IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS. REFER CONFLICTS BETWEEN MANUFACTURER'S INSTRUCTIONS AND THE CONTRACT DRAWINGS AND SPECIFICATIONS TO THE ARCHITECT FOR RESOLUTION.

2.2 THERMOSTATS

A. ELECTRIC, SOLID-STATE, MICROCOMPUTER-BASED ROOM THERMOSTAT WITH THE FOLLOWING FEATURES.

1. AUTOMATIC SWITCHING FROM HEATING TO COOLING.
2. PREFERENTIAL RATE CONTROL TO MINIMIZE OVERSHOOT AND DEVIATION FROM SET POINT.
3. SET UP FOR FOUR SEPARATE TEMPERATURES PER DAY.
4. INSTANT OVERRIDE OF SET POINT FOR CONTINUOUS OR TIMED PERIOD FROM 1 HOUR TO 31 DAYS.
5. SHORT-CYCLE PROTECTION.
6. PROGRAMMING BASED ON EVERY DAY OF WEEK.
7. SELECTION FEATURES INCLUDE DEGREE F OR DEGREE C DISPLAY, 12- OR 24-HOUR CLOCK, KEYBOARD DISABLE, REMOTE SENSOR, AND FAN ON-AUTO.
8. BATTERY REPLACEMENT WITHOUT PROGRAM LOSS.
9. THERMOSTAT DISPLAY FEATURES INCLUDE THE FOLLOWING:
   a. TIME OF DAY.
   b. ACTUAL ROOM TEMPERATURE.
   c. PROGRAMMED TEMPERATURE.
   d. PROGRAMMED TIME.
   e. DURATION OF TIMED OVERRIDE.
   f. DAY OF WEEK.
   g. SYSTEM MODE INDICATIONS INCLUDE "HEATING," "OFF," "FAN AUTO," AND "FAN ON."

B. THERMOSTAT COVER CONSTRUCTION: HEAVY-DUTY, LOCKING THERMOSTAT GUARD, OF SOLID METAL TAMPERPROOF CONSTRUCTION.

C. ACCURACY: PLUS OR MINUS 0.5 DEG. F AT CALIBRATION POINT.

D. WIRE: TWISTED, SHIELDED-PAIR CABLE.

E. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS PRIOR TO ORDERING FAN AND CURB ADAPTOR.

2.3 DUCTWORK

A. SHEET METAL DUCTWORK - RECTANGULAR

1. DUCTS AND PLENUMS SHALL BE FABRICATED AND INSTALLED IN CONFORMANCE WITH THE LATEST EDITIONS OF: NFPA PAMPHLET NO. 90A; CALIFORNIA BUILDING CODE; CALIFORNIA MECHANICAL CODE AND THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS (METAL AND FLEXIBLE). DUCTS AND PLENUMS SHALL BE CONSTRUCTED OF HOT DIPPED GALVANIZED MILD STEEL AND SHALL HAVE AIRTIGHT CLASS "B" SEALS AT ALL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS. TABLES AND FIGURES HEREINAFTER REFERENCED ARE FROM THE 2005 EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS (METAL AND FLEXIBLE).
2. RECTANGULAR DUCT CONSTRUCTION SHALL CONFORM TO TABLE 2-3. ALL TRANSVERSE JOINTS SHALL BE FLANGED PER TABLE 2-32, WITH CORNER CLOSURES OR "DUCT MATE" FLANGED CONNECTIONS WITH CORNER CLOSURES PER FIGURE 2-17. ELBOWS SHALL BE STANDARD RADIUS (TYPE RE 1) OR SQUARE THROAT WITH VANES (TYPE RE 2) PER FIGURE 4-2, WITH DOUBLE THICKNESS TURNING VANES PER FIGURES 4-3 AND 4-4. OFFSETS AND TRANSITIONS SHALL BE PER FIGURE 4-7. SUPPLY, RETURN, AND EXHAUST BRANCH CONNECTIONS SHALL BE PER FIGURE 4-5 OR 4-6. SPLITTERS SHALL NOT BE USED.
3. LINED DUCTS SHALL BE FABRICATED SUCH THAT THE NET INSIDE DIMENSIONS EQUALS THE DUCT SIZES SHOWN ON THE DRAWINGS.

B. SHEET METAL DUCTWORK – ROUND DUCTS SHALL BE SPIRAL, UNITED MCGILL OR EQUAL. ALL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS SHALL HAVE CLASS "B" SEALS. ALL BRANCHES IN ROUND DUCT SYSTEMS SHALL BE MADE WITH FACTORY FABRICATED REDUCING WYE BRANCHES. DUCT TURNS SHALL BE MADE WITH STANDARD, FACTORY FABRICATED, THREE-PIECE ELBOWS.

C. FLEXIBLE DUCTWORK – FLEXIBLE DUCTS SHALL BE FLEXMASTER "8M" OR APPROVED EQUAL. FLEXIBLE DUCTS SHALL BE USED ONLY WHERE SHOWN ON THE DRAWINGS, AND MAXIMUM LENGTH OF ANY GIVEN FLEXIBLE DUCT SHALL NOT EXCEED 5 FT. GALVANIZED SHEET METAL ELBOWS SHALL BE USED FOR TURNS GREATER THE 45° ON FLEXIBLE DUCTS 10" AND LARGER. CONNECTIONS TO RECTANGULAR DUCTS SHALL BE MADE WITH "SPIN-IN" FITTINGS WITH AIR SCOOPS. THE INSTALLATION OF FLEXIBLE DUCTS SHALL CONFORM TO FIGURE 3-10, WITH THE EXCEPTIONS NOTED HEREIN.

D. SUPPORTS – SUPPORTS FOR HORIZONTAL DUCTS AND PLENUMS SHALL BE FABRICATED PER FIGURES 5-5 AND 5-6 AND TABLES 5-1, 5-2, AND 5-3. THE MAXIMUM DISTANCE BETWEEN HANGERS SHALL BE EIGHT FEET FOR RECTANGULAR DUCTS AND TWELVE FEET FOR ROUND DUCTS. ATTACHMENTS TO THE STRUCTURE SHALL BE MADE WITH ADEQUATELY SIZED LAG BOLTS FOR STRAPHANGERS AND ADEQUATELY SIZED MACHINE BOLTS AND SIDE BEAM BRACKETS FOR ROD HANGERS. SUPPORTS FOR VERTICAL DUCTS SHALL BE BAND IRON STRAP OR ANGLE BRACKET TYPE PER FIGURE 5-8 AND 5-9.

E. DUCT ACCESS DOORS: INCLUDING THOSE FOR REMOVING FILTERS, DUCT ACCESS DOORS SHALL BE AS DETAILED IN FIGURE 7-2 WITH SASH LOCKS, PIANO HINGES, AND GASKETS. ACCESS DOORS SHALL HAVE AN UNOBSTRUCTED FULL SWING.

2.4 IDENTIFICATION FOR MECHANICAL SYSTEMS

A. LABELS

1. VINYL WRAPAROUND LABELS: PREPRINTED, FLEXIBLE LABELS LAMINATED WITH A CLEAR, WEATHER- AND CHEMICAL-RESISTANT COATING AND MATCHING WRAPAROUND CLEAR ADHESIVE TAPE FOR SECURING LABEL ENDS.
2. SNAP-AROUND LABELS: SLIT, PRE-TENSIONED, FLEXIBLE, PREPRINTED, COLOR-CODED ACRYLIC SLEEVES, WITH DIAMETERS SIZED TO SUIT DIAMETERS AND THAT STAY IN PLACE BY GRIPPING ACTION.
3. SELF-ADHESIVE WRAPAROUND LABELS: 3-MIL-THICK, POLYESTER FLEXIBLE LABEL WITH ACRYLIC PRESSURE-SENSITIVE ADHESIVE.
   a. SELF-LAMINATION: CLEAR; UV-, WEATHER- AND CHEMICAL-RESISTANT; SELF-LAMINATING, PROTECTIVE SHIELD OVER THE LEGEND. LABELS SIZED SUCH THAT THE CLEAR SHIELD OVERLAPS THE ENTIRE PRINTED LEGEND.
   b. MARKER FOR LABELS: MACHINE-PRINTED, PERMANENT, WATERPROOF, BLACK INK RECOMMENDED BY PRINTER MANUFACTURER.
4. SELF-ADHESIVE LABELS: POLYESTER, THERMAL, TRANSFER-PRINTED, 3-MIL-THICK, MULTICOLOR, WEATHER- AND UV-RESISTANT, PRESSURE-SENSITIVE ADHESIVE LABELS, CONFIGURED FOR INTENDED USE AND LOCATION.
   a. MINIMUM NOMINAL SIZE:
      1. 3-1/2 BY 5 INCHES FOR EQUIPMENT.
      2. AS REQUIRED BY AUTHORITIES HAVING JURISDICTION.

2.5 DUCTWORK ACCESSORIES

A. FLEXIBLE DUCT CONNECTIONS

1. DURO-DYNE "METAL-FAB" WITH DUROION, VENTFABRICS "VENTGLASS," OR APPROVED EQUAL.
2. INSTALL AT EACH POINT WHERE A BLOWER UNIT IS CONNECTED TO A DUCT. A MINIMUM CLEARANCE OF THREE INCHES BETWEEN THE DUCT AND THE SOURCE OF VIBRATION SHALL BE MAINTAINED. INSTALL PER FIGURE 2-17.

B. SCREENS – INSTALL REMOVABLE BIRD SCREENS AT ALL OUTSIDE INTAKES AND EXHAUST AIR DISCHARGES. SCREENS SHALL BE FABRICATED FROM ½" X 14 GAUGE MESH SECURED IN FULL FRAMES. SCREENS AND FRAMES SHALL BE CONSTRUCTED OF THE SAME MATERIAL AS THE DUCT, HOOD, OR EQUIPMENT TO WHICH ATTACHED.

C. JOINTS – TAPE ALL JOINTS AIRTIGHT USING HARDCAST TYPE "DT" PRESSURELESS TAPE AND "HD-20" ADHESIVE, PER MANUFACTURER'S DIRECTIONS.

D. DAMPERS – PROVIDE BUTTERFLY OR MULTI-BLADE DAMPERS WHERE INDICATED ON THE DRAWINGS OR AS REQUIRED FOR BALANCING AIR QUANTITIES TO VALUES SHOWN WITHOUT GENERATING EXCESSIVE NOISE. PROVIDE DURO-DYNE "KS-385," OR APPROVED EQUAL, LOCKING QUADRANTS ON EACH MANUAL DAMPER. LOCATE DAMPERS IN FURRED CEILINGS NEAR ACCESS PANELS WHERE POSSIBLE.

1. BUTTERFLY DAMPERS SHALL BE CONSTRUCTED AS PER FIGURE 7-4, FIGURE A, B, AND C IN THE DUCT MANUAL.
2. MULTI-BLADE DAMPERS SHALL CONFORM TO FIGURE 7-5.
3. BACK-DRAFT DAMPERS SHALL BE AIR BALANCE "AIR DYNAMIC" MODEL DY-1002-V, OR EQUAL.

2.6 INSULATION

A. EXTERIOR OF DUCTWORK:

1. UNLESS SPECIFIED TO BE LINED, ALL SHEET METAL SUPPLY AND RETURN DUCTS IN INDIRECTLY CONDITIONED SPACES SHALL BE INSULATED ON THE OUTSIDE WITH JOHNS MANVILLE "MICROLITE XG" FLEXIBLE FIBERGLASS BLANKET-TYPE DUCT WRAP, WITH FACTORY APPLIED FSK ALUMINUM FOIL FACING, WITH A COMPOSITE UL RATING OF 25/50, MINIMUM R-6 INSTALLED.
2. UNLESS SPECIFIED TO BE LINED, ALL SHEET METAL SUPPLY AND RETURN DUCTS IN UNCONDITIONED SPACES SHALL BE INSULATED ON THE OUTSIDE WITH JOHNS MANVILLE "MICROLITE XG" FLEXIBLE FIBERGLASS BLANKET-TYPE DUCT WRAP, WITH FACTORY APPLIED FSK ALUMINUM FOIL FACING, WITH A COMPOSITE UL RATING OF 25/50, MINIMUM R-8 INSTALLED.
3. ALL OUTSIDE AIR DUCTWORK BETWEEN BUILDING OUTSIDE AIR INLET AND HVAC UNIT OR HEAT/ENERGY RECOVERY VENTILATOR SHALL BE INSULATED ON THE OUTSIDE WITH JOHNS MANVILLE "MICROLITE XG" FLEXIBLE FIBERGLASS BLANKET-TYPE DUCT WRAP, WITH FACTORY APPLIED FSK ALUMINUM FOIL FACING, WITH A COMPOSITE UL RATING OF 25/50, MINIMUM R-4 INSTALLED.
4. EXHAUST DUCTWORK WITHIN 10 FEET OF TERMINATION POINT AND BETWEEN ANY HEAT/ENERGY RECOVERY VENTILATOR AND EXHAUST TERMINATION SHALL BE INSULATED ON THE OUTSIDE WITH JOHNS MANVILLE "MICROLITE XG" FLEXIBLE FIBERGLASS BLANKET-TYPE DUCT WRAP, WITH FACTORY APPLIED FSK ALUMINUM FOIL FACING, WITH A COMPOSITE UL RATING OF 25/50, MINIMUM R-4 INSTALLED.

B. INTERIOR OF DUCTWORK:

1. DUCT LINING SHALL BE INSTALLED IN SUPPLY AND RETURN DUCTS AND PLENUMS WHERE NOTED ON THE DRAWINGS. LINING SHALL BE JOHNS MANVILLE "PERMACOTELINACOUSTIC R" RIGID FIBERGLASS BOARD FOR PLENUMS AND "PERMACOTELINACOUSTIC HP" FIBERGLASS DUCT LINER FOR DUCTS, 1" THICK, UNLESS OTHERWISE NOTED, WITH FIRE RESISTANT COATING. DUCT LINER SHALL MEET ASTM C 1071, WITH AIR SURFACE COATED WITH ACRYLIC COATING TREATED WITH EPA REGISTERED ANTI-MICROBIAL AGENT PROVE TO RESIST MICROBIAL GROWTH AS DETERMINED BY ASTM G 21 AND G 22. INSULATION WITH TORN OR BROKEN COATING SHALL BE REMOVED AND REPLACED. LOOSE CORNERS, EDGES, AND BUTT JOINTS WILL NOT BE ACCEPTED.
2. ALL EXPOSED EXTERIOR SUPPLY AND RETURN DUCTWORK SHALL HAVE MINIMUM 2" INTERIOR INSULATION, AS SPECIFIED IN THIS SECTION.
3. MAXIMUM VELOCITY: 5,000 FT/MIN.
4. FASTENERS: DUCT LINER GALVANIZED STEEL PINS, WELDED OR MECHANICALLY FASTENED.
5. DEVELOPED SMOKE DENSITY SHALL NOT EXCEED 50. FLAME SPREAD RATING SHALL NOT EXCEED 25.

2.7 REFRIGERATION PIPING AND APPURTENANCES

A. REFRIGERANT PIPING SHALL BE TYPE "ACR" DE-OXIDIZED HARD TEMPER COPPER TUBE, ASTM B280.

B. MECHANICAL JOINTS ON REFRIGERANT PIPING SYSTEMS ARE PROHIBITED. ALL REFRIGERANT PIPING JOINTS SHALL BE BRAZED. USE LEAD-FREE, SILVER SOLDER, MINIMUM 15% SILVER CONTENT.

C. PIPE FITTINGS SHALL BE WROUGHT-COPPER WITH SOLDERED JOINTS, ASME B16.22.

D. FLEXIBLE CONNECTIONS SHALL BE BRONZE, DOUBLE BRAIDED, SWEAT SOLDER ENDS.

E. MOISTURE/LIQUID INDICATORS (SIGHT GLASSES) SHALL BE COLOR CHANGE MOISTURE INDICATION TYPE, REPLACEABLE ELEMENT, FILTER SCREEN AND PAD, SWEAT SOLDER ENDS; SPORLAN "SEE-ALL", HENRY, OR EQUAL.

F. CHARGING AND PURGE VALVES SHALL BE FORGED BRASS, DIAPHRAGM PACKLESS, GLOBE TYPE, ANGLE OR STRAIGHT THROUGH, ONE END SOLDER, ONE END FLARE; HENRY 623 AND 643 SERIES, SPORLAN OR EQUAL.

G. SOLENOID VALVES SHALL BE FORGED BRASS, EXTENDED END CONNECTIONS, SOLDER ENDS, MOLDED COIL; SPORLAN "E" SERIES OR EQUAL. COMPLY WITH ARI 760 & UL 429.

H. FILTER DRIERS SHALL BE REPLACEABLE MEDIA, ANGLE TYPE; HENRY "DR

MECHANICAL SPECIFICATION

3.4 DUCTWORK

A. ALL DUCTWORK SHALL BE INSTALLED WITHIN SPACES PROVIDED WHERE POSSIBLE. DUCTS SHALL BE INSTALLED TRUE TO LINE AND GRADE, FULLY SECURED TO STRUCTURAL FAMING WITH SPECIFIED HANGERS AND SUPPORTS, INSULATED, AND VIBRATION ISOLATED, WHERE REQUIRED.

B. EACH SECTION OF SUPPLY AIR DUCTWORK SHALL BE CLEANED AT THE SHOP, DUST AND OIL FREE, USING A DEGREASING AGENT AND DETERGENT AND SEALED AIRTIGHT AT BOTH ENDS WITH VISQUEEN AND TAPE. SUPPLY DUCTS SHALL BE ADDITIONALLY CLEANED WITH A DISINFECTING SOLUTION. ENDS OF ALL SUPPLY AND INTERNALLY INSULATED EXHAUST DUSTS SHALL BE KEPT SEALED UNTIL THE TIME THEY ARE JOINTED. WHEN DUCT SECTIONS ARE JOINED, WIPE DOWN ALL INTERIOR SURFACES WITH A CLEAN TACK CLOTH. IF TACK CLOTH SHOWS ANY DUST, THEN RE-CLEAN DUCT AS DESCRIBED ABOVE. THE INTENT IS THAT NO FOREIGN MATTER BE ALLOWED TO ENTER THE DUCTWORK AT ANY TIME AFTER FACTORY CLEANING AND DURING CONSTRUCTION.

3.5 CONTROLS

A. THIS CONTRACTOR SHALL PROVIDE ALL REQUIRED CONTROL COMPONENTS, INCLUDING BUT NOT LIMITED TO THERMOSTATS, TEMPERATURE SENSORS, STATIC PRESSURE SENSORS, HUMIDITY SENSORS, DAMPER ACTUATORS, VALVE ACTUATORS, UNITARY CONTROLLERS, RELAYS, AND LOW-VOLTAGE WIRING, SUCH THAT THE OWNER IS PROVIDED WITH A FULLY FUNCTIONAL CONTROL SYSTEM.

B. WHERE WORK IS PERFORMED IN AN EXISTING BUILDING, THIS CONTRACTOR SHALL INTEGRATE ALL CONTROL MODIFICATIONS INTO THE EXISTING BUILDING CONTROL SYSTEM, IF APPLICABLE. SPECIFIC REQUIREMENTS SHALL BE COORDINATED WITH OWNER AND APPROVED BY ARCHITECT PRIOR TO INSTALLATION.

C. INSTALLATION OF THE SYSTEM SHALL BE MADE UNDER THE SUPERVISION OF THE MANUFACTURER OF THE EQUIPMENT, OR HIS FACTORY AUTHORIZED REPRESENTATIVE.

D. ROOM THERMOSTATS SHALL BE INSTALLED IN THE LOCATIONS INDICATED ON THE CONTRACT DRAWINGS. FINAL LOCATIONS SHALL BE COORDINATED WITH OWNER'S MAINTENANCE PERSONNEL AND SHALL BE INSTALLED IN LOCATIONS WHICH SHALL PROVIDE REPRESENTATIVE TEMPERATURES FOR THE ADJACENT AREAS.

E. LOW VOLTAGE CONTROL WIRING AND CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF DIVISION 26.

3.6 INSULATION

A. EXTERIOR DUCTWORK:

1. THE INSULATION SHALL BE CUT LONGER THAN THE PERIMETER OF THE DUCT TO PROVIDE 2" STAPLE LAP AND MINIMUM COMPRESSION AT THE CORNERS. ALL JOINTS SHALL BE LAPPED 2' AND STAPLED WITH OUTWARD CLINCHING STAPLES 2" ON CENTER. THE INSULATION SHALL BE MECHANICALLY FASTENED TO THE UNDERSIDE OF ALL DUCTS 24" WIDE OR MORE USING CUP-HEAD PINS, WELD PINS, OR STICK PINS WITH SPEED CLIPS 18" ON CENTER. ALL JOINTS AND PENETRATIONS OF THE VAPOR BARRIER JACKET SHALL BE SEALED WITH A MINIMUM 3" WIDE MATCHING PRESSURE SENSITIVE TAPE. PRESSURE-SENSITIVE TAPE SHALL BE FIRMLY RUBBED IN PLACE IMMEDIATELY AFTER APPLICATION USING A "SQUEEGEE" TYPE TOOL.

2. WHEN A VAPOR SEAL IS REQUIRED, TWO COATS OF VAPOR RETARDER MASTIC REINFORCED WITH ONE LAYER OF 4" WIDE, OPEN WEAVE GLASS FABRIC MAY BE USED IN LIEU OF PRESSURE-SENSITIVE TAPE. MASTIC SHALL BE BRUSHED ONTO JOINT AND GLASS FABRIC UNTIL THE FABRIC IS FILLED. MASTICS SHALL BE APPLIED IN ACCORDANCE WITH APPLICATION INSTRUCTIONS ON THE CONTAINER.

B. INTERIOR DUCT LINER

1. APPLY TO THE INSIDE FACE OF DUCTS, COATED SIDE FACING AIR STREAM, FASTEN USING FIRE RETARDANT ADHESIVE MEETING ASTM C 9169 , AND SECURE WITH MECHANICAL LINER FASTENERS AT 24" MAXIMUM O.C., BOTH DIRECTIONS. PIN LENGTH SHOULD BE SUCH AS TO LIMIT COMPRESSION OF LINER.
2. EXPOSED EDGES MUST BE FACTORY OR FIELD COATED. FOR SYSTEMS OPERATING AT 4000 FPM OR HIGHER, A METAL NOSING MUST BE INSTALLED ON ALL LINER LEADING EDGES. INSULATION WITH TORN OR BROKEN COATINGS SHALL BE REMOVED OR REPLACED. LOOSE CORNERS, EDGES, AND BUTT JOINTS WILL NOT BE ACCEPTED.

C. REFRIGERANT PIPING

1. THE INSULATION SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. ALL JOINTS AND SEAMS SHALL BE SEALED WITH WATERPROOF VAPOR RETARDANT ADHESIVE. ALL PIPES EXPOSED TO THE WEATHER SHALL BE COATED WITH ALUMINUM JACKETING TO PROTECT THE INSULATION FROM ULTRA-VIOLET RADIATION IN ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTRUCTIONS.

3.7 TEST, INSPECTIONS

A. MAKE ALL NECESSARY CONTROL ADJUSTMENTS AND BALANCING OF AIR. OPERATE THE ENTIRE SYSTEM FOR A PERIOD OF TIME NOT LESS THAN THREE (3) WORKING DAYS FOR THE PURPOSE OF PROVING SATISFACTORY PERFORMANCE. DURING THIS PERIOD, INSTRUCT SUCH PERSONS AS THE OWNER AND/OR ARCHITECT MAY DESIGNATE IN THE PROPER OPERATION OF THE SYSTEMS. SHOULD FURTHER ADJUSTMENT PROVE NECESSARY, OPERATING TESTS SHALL BE REPEATED UNTIL A SATISFACTORY TEST IS OBTAINED.

B. THIS CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY WORK OF THIS SECTION TO BE COVERED OR ENCLOSED UNTIL IT HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE ARCHITECT AND THE AUTHORITIES HAVING JURISDICTION OVER THE WORK. SHOULD ANY OF THIS WORK BE ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION, TESTING, AND APPROVAL, THIS CONTRACTOR SHALL UNCOVER THE WORK, HAVE THE NECESSARY INSPECTIONS, TESTS, AND APPROVALS MADE AND, AT NO EXPENSE TO THE OWNER, MAKE ALL REPAIRS NECESSARY TO RESTORE BOTH HIS WORK AND THAT OF OTHER CONTRACTORS WHICH MAY HAVE BEEN DAMAGED TO BE IN CONFORMITY WITH THE CONTRACT DOCUMENTS.

3.8 CLEANUP

A. UPON COMPLETION OF THE WORK OF THIS SECTION, REMOVE ALL MATERIAL, DEBRIS, AND EQUIPMENT ASSOCIATED WITH OR USED IN THE PERFORMANCE OF THIS WORK.

END OF SECTION

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LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
NATHANIEL J. WARREN
No. E25042
EXP. 06-30-2026
ELECTRICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

MECHANICAL SPECIFICATIONS

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	
PROJECT NO:	24049

M102

TAB SPECIFICATION

PART 1 GENERAL

1.1 SCOPE

A. PROVIDE ALL SUPERVISION, PERSONNEL, INSTRUMENTS, CALIBRATION, EQUIPMENT, AND ALL OTHER MATERIALS NECESSARY TO PERFORM BALANCING AND TESTING, AND COMPILE TEST DATA INCLUDING CALCULATIONS AND SERVICES NECESSARY FOR THE HEATING, VENTILATING, AND AIR CONDITIONING SYSTEMS FOR THIS PROJECT, ALL IN ACCORDANCE WITH THE PROJECT DRAWINGS AND SPECIFICATIONS AND AS SPECIFIED HEREIN.

1.2 GENERAL

A. MECHANICAL CONTRACTOR WILL EMPLOY A TESTING, ADJUSTING, AND BALANCING (TAB) AGENCY THAT IS CERTIFIED BY ASSOCIATED AIR BALANCING COUNCIL (AABC), NATIONAL ENVIRONMENTAL BALANCING BUREAU (NEBB), OR TESTING, ADJUSTING, AND BALANCING BUREAU (TABB).

B. THE TAB AGENCY MUST ALSO BE AN APPROVED ACCEPTANCE TEST EMPLOYER WITH ACCEPTANCE TEST TECHNICIANS (ATT). THE ATT WILL BE RESPONSIBLE FOR PERFORMING ALL REQUIRED ACCEPTANCE TESTING AND ASSOCIATED FORMS.

C. THE TAB AGENCY SHALL BE RESPONSIBLE FOR INSPECTING, BALANCING, ADJUSTING, TESTING, AND LOGGING THE DATA OF THE PERFORMANCE OF FANS, ALL DAMPERS IN THE DUCT SYSTEMS, ALL AIR DISTRIBUTION DEVICES, AND THE FLOWS OF WATER THROUGH ALL COILS.

D. EXISTING EQUIPMENT, UNLESS SPECIFICALLY MENTIONED OTHERWISE, SHALL NOT IN THE SCOPE OF THE TAB WORK.

E. A COMPLETELY OPERABLE SYSTEM SHALL BE PLACED INTO OPERATION EACH DAY DURING TESTING AND BALANCING.

F. THE TAB AGENCY SHALL UTILIZE INSTRUMENTATION WHICH MEETS THE REQUIREMENTS OF ASHRAE 111, SECTION 5, "INSTRUMENTATION".

G. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR CERTIFYING IN WRITING THAT THE SYSTEM, AS SCHEDULED FOR BALANCING, IS OPERATIONAL AND COMPLETE. COMPLETENESS SHALL INCLUDE NOT ONLY THE PHYSICAL INSTALLATION, BUT THE MECHANICAL CONTRACTOR'S CERTIFICATION THAT THE PRIME MOVERS ARE INSTALLED IN GOOD WORKING ORDER, AND THAT FULL LOAD PERFORMANCE HAS BEEN PRELIMINARY TESTED UNDER THE CERTIFICATION OF THE MECHANICAL CONTRACTOR. BEFORE ANY TESTING AND BALANCING IS STARTED, A COMPLETE REPORT SHALL BE SENT TO THE TAB AGENCY BY THE MECHANICAL CONTRACTOR.

H. THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL MODIFICATIONS TO RECERTIFY DISCREPANCIES REPORTED BY THE TAB CONTRACTOR AS INDICATING NON-COMPLIANCE WITH THE CONTRACT DOCUMENTS. BY COMPLETING THE WORK ON TIME, THE MECHANICAL CONTRACTOR SHALL PROVIDE SUFFICIENT TIME BEFORE THE COMPLETION DATE SO THAT BALANCING CAN BE ACCOMPLISHED.

I. IF CONSTRUCTION DEFICIENCIES ARE ENCOUNTERED WHICH PRECLUDE OBTAINING OPTIMUM CONDITIONS, THE DEFICIENCIES WILL BE RECORDED AND GIVEN TO THE OWNER'S REPRESENTATIVE. THE TAB AGENCY IS ADVISED THAT DEFICIENCIES IN THE HVAC CONSTRUCTION ARE OFTEN ENCOUNTERED DURING FINAL TAB SERVICES, AND SHOULD INCLUDE IN THE BID AN AMOUNT DEEMED ADVISABLE TO COMPENSATE FOR TIME IN IDENTIFYING THE DEFICIENCIES.

1.3 SERVICES

A. THE TAB AGENCY WILL BALANCE, TEST, AND ADJUST THE SYSTEMIC COMPONENTS TO OBTAIN OPTIMUM CONDITIONS IN EACH CONDITIONED SPACE IN THE BUILDING. IF CONSTRUCTION DEFICIENCIES ARE ENCOUNTERED WHICH PRECLUDE OBTAINING OPTIMUM CONDITIONS, THE DEFICIENCIES WILL BE RECORDED AND GIVEN TO THE OWNER'S REPRESENTATIVE. THE TAB AGENCY IS ADVISED THAT DEFICIENCIES IN THE HVAC CONSTRUCTION ARE OFTEN ENCOUNTERED DURING FINAL TAB SERVICES, AND SHOULD INCLUDE IN THE BID AN AMOUNT DEEMED ADVISABLE TO COMPENSATE FOR TIME IN IDENTIFYING THE DEFICIENCIES.

B. THE REPORT SHALL BE COMPLETE WITH LOGS, DATA, AND RECORDS AS REQUIRED HEREIN AND ALL LOGS, DATA, AND RECORDS SHALL BE TYPED, PRODUCED, ON WHITE BOND PAPER, AND BOUND. TRANSMIT FOUR COPIES DIRECTLY TO THE OWNER'S REPRESENTATIVE TO BE DISTRIBUTED TO THE MECHANICAL CONTRACTOR, CONTROLS CONTRACTOR, ENGINEER, AND RECORD FILE.

C. THE REPORT SHALL CONTAIN THE FOLLOWING GENERAL DATA IN A FORMAT SELECTED BY THE TAB AGENCY FOR CLARITY AND EASE OF REFERENCE.

1. PROJECT TITLE.
2. PROJECT LOCATION.
3. PROJECT ARCHITECT (FIRM NAME AND ADDRESS).
4. PROJECT MECHANICAL ENGINEER (NAME).
5. TAB FIELD TEST ENGINEER (NAME).
6. TAB AGENCY (FIRM NAME AND ADDRESS).
7. INCLUSIVE DATES TESTS WERE PERFORMED AND DATE OF REPORT.
8. CALIBRATION CERTIFICATES OF EACH INSTRUMENT USED ALONG WITH SPECIFIC ID NUMBERS (I.E., SERIAL NUMBERS).

1.4 SUBMITTALS

A. SUBMITTAL NO. 15950 (1) – TAB AGENDA

1. THE TAB CONTRACTOR SHALL SUBMIT A COMPLETE AGENDA, WHICH SHALL OUTLINE IN FULL THE TESTING METHODS AND LOCATIONS FOR EACH HVAC SYSTEM AND/OR DEVICE THAT IS WITHIN THE SCOPE OF THE TAB WORK. THE AGENDA SHALL REPRESENT THE TOTAL SYSTEM BALANCE REPORT, LESS FIELD TEST DATA. AREAS OF INTENDED FIELD TEST INPUTS SHALL BE REPRESENTED BY FULLY LABELED BLANK SPACES.
2. THE TAB AGENDA SHALL ALSO INDICATE THE PROPOSED TEST METHODS, INSTRUMENTATION DEVICES AND ALL APPLICABLE CALIBRATION CERTIFICATES.

B. SUBMITTAL NO 15950 (2) – TAB REPORT

1. PROVIDE TEST AND BALANCE REPORT AS INDICATED HEREIN.

1.5 AIR SYSTEMS REQUIREMENTS

A. IN ADDITION TO THE ABOVE DATA IN ITS APPROPRIATE FORMAT, THE TEST AND BALANCE REPORT SHALL INCLUDE THE FOLLOWING DATA:

1. FAN COIL UNITS

a. MANUFACTURER AND MODEL.
b. SIZE.
c. MOTOR HP, VOLTAGE, PHASE, CYCLES, FULL LOAD AMPS.
d. LOCATION AND LOCAL IDENTIFICATION DATA.
e. IDENTIFICATION TAG LISTED IN SCHEDULES ON DRAWINGS AND SPECIFICATIONS.
f. SUPPLY AIRFLOW (CFM) AND EXHAUST AIRFLOW (CFM), WHERE APPLICABLE.
g. FAN RPM.
h. MOTOR CURRENT READINGS AT EACH FAN.
i. INLET AND OUTLET STATIC PRESSURE FROM SUPPLY FAN AND EXHAUST FAN (IF APPLICABLE). THESE READINGS SHALL BE RELATED TO THE FAN CURVE.
j. STATIC PRESSURE DIFFERENTIAL ACROSS EACH COIL AND FILTER SECTION.
k. ENTERING AIR AND LEAVING AIR TEMPERATURES (DB/WB) IN 100% COOLING MODE.
l. ENTERING AIR AND LEAVING AIR TEMPERATURES (DB) IN 100% HEATING MODE.
m. OUTDOOR AIR PERCENTAGE SETTING.
n. OUTDOOR AIRFLOW IN ECONOMIZER MODE (IF APPLICABLE).
o. OUTDOOR AIRFLOW IN DEMAND CONTROL VENTILATION MODE (IF APPLICABLE).

2. EXHAUST FANS

a. MANUFACTURER AND MODEL.
b. SIZE.
c. MOTOR HP, VOLTAGE, PHASE, CYCLES, FULL LOAD AMPS.
d. LOCATION AND LOCAL IDENTIFICATION DATA.
e. IDENTIFICATION TAG LISTED IN SCHEDULES ON DRAWINGS AND SPECIFICATIONS.
f. EXHAUST AIRFLOW (CFM).
g. FAN RPM.
h. MOTOR CURRENT READINGS AT EACH FAN.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL PROCEDURES

A. DURING THE BALANCING, THE TEMPERATURE REGULATION SHALL BE ADJUSTED FOR PROPER RELATIONSHIP BETWEEN CONTROLLING INSTRUMENTS AND CALIBRATED. THE CORRECTNESS OF THE FINAL SETTING SHALL BE PROVED BY TAKING HOURLY READINGS FOR A PERIOD OF ONE SUCCESSIVE 8-HOUR DAY, IN A TYPICAL ROOM ON EACH SEPARATELY CONTROLLED ZONE, AFTER TENANT MOVES IN. THE TOTAL VARIATION SHALL NOT EXCEED 2 DEGREES FROM THE PRESET MEDIUM TEMPERATURE DURING THE TEMPERATURE SURVEY PERIOD. (THIS WILL BE DONE ONLY ON SYSTEMS THAT ARE TOTALLY OPERATIONAL).

3.2 AIR SYSTEMS PROCEDURES

A. THE TAB AGENCY SHALL PERFORM THE FOLLOWING TESTS AND BALANCE THE AIR SYSTEMS IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:

1. TEST AND ADJUST BLOWER AND MOTOR RPM TO DESIGN REQUIREMENTS.
2. TEST AND RECORD MOTOR FULL LOAD AMPERES AND CORRESPONDING VOLTAGE.
3. MAKE PITOT TUBE TRAVERSE OF MAIN SUPPLY DUCTS AND OBTAIN DESIGN CFM AT FANS.
4. TEST AND RECORD SYSTEM STATIC PRESSURES, SUCTION AND DISCHARGE.
5. TEST AND ADJUST SYSTEM FOR DESIGN CFM OF OUTSIDE AIR.
6. TEST AND RECORD ENTERING AND LEAVING AIR DRY BULB TEMPERATURES OF ALL HEATING AND COOLING COILS.
7. TEST AND RECORD ENTERING AND LEAVING WET BULB TEMPERATURES OF ALL COOLING COILS.
8. ADJUST ALL MAIN SUPPLY AND RETURN AIR DUCTS TO PROPER DESIGN CFM. SYSTEM SUPPLY AIRFLOW, SYSTEM RETURN AIRFLOW, AND SYSTEM OUTDOOR AIRFLOW SHALL BE BALANCED TO WITHIN 5% OF THE DESIGN REQUIREMENT.
9. ADJUST ALL ZONES TO PROPER DESIGN CFM, SUPPLY AND RETURN.
10. TEST AND ADJUST EACH DIFFUSER, GRILLE, AND REGISTER TO WITHIN 10% OF DESIGN REQUIREMENT.
11. EACH GRILLE, DIFFUSER, AND REGISTER SHALL BE IDENTIFIED AS TO LOCATION AND AREA.
12. SIZE, TYPE, AND MANUFACTURER OF DIFFUSERS, GRILLES, REGISTERS, AND ALL TESTED EQUIPMENT SHALL BE IDENTIFIED AND LISTED. MANUFACTURER'S RATINGS ON ALL EQUIPMENT SHALL BE USED TO MAKE REQUIRED CALCULATIONS.
13. READINGS AND TEST OF DIFFUSERS, GRILLES, AND REGISTERS SHALL INCLUDE REQUIRED FPM VELOCITY AND TEST RESULTANT VELOCITY, REQUIRED CFM AND TEST RESULTANT CFM AFTER ADJUSTMENTS.
14. TAB AGENCY SHALL CHECK ALL CONTROLS TO ENSURE THEY ARE OPERATING AS SPECIFIED. PROVIDE THE CONTROL CONTRACTOR WITH SPECIFIC SET POINTS.

3.3 TEMPERATURE CONTROL SYSTEM

A. IN THE PROGRESS OF PERFORMING THE TAB WORK, THE TAB AGENCY SHALL:

1. WORK WITH THE CONTROLS CONTRACTOR TO ENSURE THE MOST EFFECTIVE TOTAL SYSTEM OPERATION WITHIN THE DESIGN LIMITATIONS, AND TO OBTAIN MUTUAL UNDERSTANDING OF INTENDED CONTROL PERFORMANCE.
2. VERIFY THAT ALL CONTROL DEVICES ARE PROPERLY CONNECTED.
3. VERIFY THAT ALL DAMPERS, VALVES, AND OTHER CONTROLLED DEVICES ARE OPERATED BY THE INTENDED CONTROLLER.
4. VERIFY THAT ALL DAMPERS ARE IN THE POSITION INDICATED BY THE CONTROLLER (OPEN, CLOSED, OR MODULATING).
5. VERIFY THAT THE INTEGRITY OF DAMPERS IN TERMS OF TIGHTNESS OF CLOSE-OFF AND FULL-OPEN POSITION. THIS INCLUDES DAMPERS IN MULTI-ZONE UNITS.
6. VERIFY THE CALIBRATION OF ALL CONTROLLERS.
7. CHECK THE LOCATIONS OF ALL THERMOSTATS AND HUMIDISTATS FOR POTENTIAL ERRATIC OPERATION FROM OUTSIDE INFLUENCES SUCH AS SUNLIGHT, DRAFTS, OR COLD WALLS.
8. CHECK THE LOCATIONS OF ALL SENSORS TO DETERMINE WHETHER THEIR POSITION WILL ALLOW THEM TO SENSE ONLY THE INTENDED TEMPERATURES OR PRESSURES OF THE MEDIA. CONTROLS CONTRACTOR WILL RELOCATE AS DEEMED NECESSARY BY THE TAB AGENCY.
9. CHECK THE SEQUENCE OF OPERATION FOR ANY CONTROL MODE IS IN ACCORDANCE WITH APPROVED SHOP DRAWINGS. VERIFY THAT ONLY MINIMUM SIMULTANEOUS HEATING AND COOLING OCCURS.
10. VERIFY THAT ALL CONTROLLER SET POINTS MEET THE DESIGN INTENT.
11. CHECK ALL DAMPERS FOR FREE TRAVEL.
12. VERIFY THE OPERATION OF ALL INTERLOCK SYSTEMS.
13. PERFORM ALL SYSTEM VERIFICATION TO ASSURE THE SAFETY OF THE SYSTEM AND ITS COMPONENTS.

B. A SYSTEMATIC CHECK OF THE ABOVE REQUIREMENTS SHALL BE INCLUDED IN THE FINAL TAB REPORT.

3.4 DUCT LEAKAGE TEST

A. ALL SUPPLY, RETURN, EXHAUST, AND OUTSIDE AIR DUCTWORK SHALL BE TESTED FOR LEAKS, USING NECESSARY INSTRUMENTS BEFORE INSULATING ANY DUCTWORK.

B. DUCTWORK SHALL BE LEAK-TESTED IN ACCORDANCE WITH SMACNA HVAC AIR DUCT LEAKAGE TEST MANUAL. REPRESENTATIVE SECTIONS TOTALING NOT LESS THAN 10 PERCENT OF THE TOTAL INSTALLED DUCT AREA SHALL BE TESTED. WHERE THE TESTED 10 PERCENT FAILS TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION, THEN 40 PERCENT OF THE TOTAL INSTALLED DUCT AREA SHALL BE TESTED. WHERE THE TESTED 40 PERCENT FAILS TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION, THEN 100 PERCENT OF THE TOTAL INSTALLED DUCT AREA SHALL BE TESTED.

C. THE MAXIMUM PERMITTED LEAKAGE SHALL BE DETERMINED IN ACCORDANCE WITH CMC 603.9.2.

D. THE TEST AND BALANCE REPORT SHALL INCLUDE THE RESULTS OF THE DUCT LEAKAGE TEST FOR THE ENGINEER'S REVIEW.

3.5 TEST AND BALANCE REPORT

A. THE REPORT SHALL CONTAIN THE FOLLOWING DATA:

1. A LISTING OF THE MEASURED AIR QUANTITIES AT EACH OUTLET CORRESPONDING TO THE TEMPERATURE TABULATION SPECIFIED ABOVE.
2. AIR QUANTITIES AT EACH RETURN AND EXHAUST AIR HANDLING DEVICE (ONLY IF DUCTED RETURN SYSTEMS).
3. STATIC PRESSURE READINGS ENTERING AND LEAVING EACH SUPPLY, RETURN AND EXHAUST FAN, FILTER, AND COIL OF THE SYSTEM. THESE READINGS SHALL BE RELATED TO FAN CURVES IN TERMS OF CFM HANDLED.
4. MOTOR CURRENT READINGS AT EACH FAN. THE VOLTAGES AT THE TIME OF THE READINGS SHALL BE LISTED.

3.6 FINAL ACCEPTANCE

A. AT THE TIME OF FINAL INSPECTION, THE BALANCING AGENCY SHALL RECHECK, IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE, SPECIFIC AND RANDOM SELECTIONS OF DATA, I.E., WATER AND AIR QUANTITIES, RECORDED IN THE CERTIFIED REPORT.

B. POINTS AND AREAS FOR RECHECK SHALL BE SELECTED BY THE OWNER'S REPRESENTATIVE.

C. MEASUREMENT AND TEST PROCEDURES SHALL BE THE SAME AS APPROVED FOR WORK FORMING BASIS OF CERTIFIED REPORT.

D. SELECTIONS FOR RECHECK, SPECIFIC PLUS RANDOM, WILL NOT NORMALLY EXCEED 25% OF THE TOTAL NUMBER TABULATED IN THE REPORT, EXCEPT THAT SPECIAL AIR SYSTEMS MAY REQUIRE A COMPLETE RECHECK FOR SAFETY REASONS.

E. IF RANDOM TESTS ELICIT A MEASURED FLOW DEVIATION OF 10% OR MORE FROM THAT RECORDED IN THE CERTIFIED REPORT ON 10% OR MORE OF THE SELECTED RECHECK STATIONS, THE REPORT SHALL BE AUTOMATICALLY REJECTED. IN THE EVENT THE REPORT IS REJECTED, ALL SYSTEMS SHALL BE READJUSTED AND TESTED, NEW DATA RECORDED, NEW CERTIFIED REPORT SUBMITTED, AND NEW INSPECTION TESTS MADE, ALL AT NO ADDITIONAL COST TO THE OWNER.

F. FOLLOWING FINAL ACCEPTANCE OF THE CERTIFIED REPORT BY THE OWNER'S REPRESENTATIVE, THE SETTINGS OF ALL VALVES, SPLITTER, DAMPERS, AND OTHER ADJUSTMENT DEVICES SHALL BE PERMANENTLY MARKED BY THE TAB AGENCY, SO THAT ADJUSTMENT CAN BE RESTORED IF DISTURBED AT ANY TIME. DEVICES SHALL NOT BE MARKED UNTIL AFTER FINAL ACCEPTANCE.

END OF SECTION

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LICENSE STAMP

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CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

TAB SPECIFICATIONS

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	
PROJECT NO:	24049

M103

PLUMBING SPECIFICATION

PART 1 – GENERAL

1.1 INCLUDED

A. THIS SPECIFICATION ESTABLISHES THE REQUIRED STANDARDS FOR ALL LABOR, MATERIALS, EQUIPMENT, AND WORKMANSHIP IN CONNECTION WITH THE FURNISHING, FABRICATION, AND INSTALLATION OF "PLUMBING."

1.2 CODES AND STANDARDS

A. ALL WORK SHALL BE DONE IN COMPLIANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING SAFETY CODES, ORDINANCES, AND REGULATIONS. ADDITIONALLY, ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING STANDARDS:

1. NATIONAL FIRE PROTECTION ASSOCIATION.
2. CALIFORNIA MECHANICAL CODE.
3. CALIFORNIA PLUMBING CODE.
4. UNDERWRITERS LABORATORIES.
5. TITLES 8, 17, 19, 21, 24 OF THE CALIFORNIA CODE OF REGULATIONS.
6. CALIFORNIA ELECTRIC CODE.

B. WHEN THE CONTRACT DOCUMENTS CALL FOR MATERIALS OR CONSTRUCTION OF A HIGHER STANDARD THAN IS REQUIRED BY THE ABOVE, THE CONTRACT DOCUMENT REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS OF THE APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE INTERPRETED AS PERMITTING WORK IN VIOLATION OF SAID LAWS, RULES, AND/OR REGULATIONS.

C. THE CONTRACTOR FOR THIS WORK SHALL FURNISH, WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIALS AND/OR LABOR AS MAY BE REQUIRED FOR COMPLIANCE WITH THESE LAWS, RULES, AND/OR REGULATIONS THOUGH SUCH MATERIALS AND/OR LABOR ARE NOT SPECIALLY SET FORTH IN THE CONTRACT DOCUMENTS.

1.3 LICENSING REQUIREMENTS

A. ALL PLUMBING SYSTEMS SHALL BE INSTALLED BY A C-36 PLUMBING CONTRACTOR. PLUMBING SYSTEMS INCLUDE: WASTE REMOVAL AND CONNECTION OF ON-SITE WASTE DISPOSAL SYSTEMS; PIPING, STORAGE TANKS, AND VENTING FOR SUPPLY OF GASES AND LIQUIDS FOR ANY PURPOSE; ALL GAS APPLIANCES, FLUES, AND GAS CONNECTIONS; WATER AND GAS PIPING FROM THE OWNER'S SIDE OF UTILITY METER TO THE STRUCTURE OR FIXED WORKS, INSTALLATION OF ANY TYPE OF EQUIPMENT TO HEAT WATER OR FLUIDS TO A SUITABLE TEMPERATURE; AND MAINTENANCE AND REPLACEMENT OF THE ITEMS DESCRIBED ABOVE, INCLUDING HEALTH AND SAFETY DEVICES.

B. ALL PLUMBING AND HYDRONIC PIPING INSULATION SHALL BE PERFORMED BY A C-2 – INSULATION AND ACOUSTICAL CONTRACTOR.

1.4 COOPERATION WITH OTHER TRADES

A. COOPERATE FULLY WITH OTHER TRADES DOING WORK ON THE PROJECT AS MAY BE NECESSARY FOR THE PROPER COMPLETION OF THE PROJECT. REFER TO THE STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR DETAILS OF THE BUILDING STRUCTURE AND EQUIPMENT INSTALLATION THAT WILL TEND TO OVERLAP, CONFLICT WITH OR REQUIRE COORDINATION WITH THE WORK OF THIS SECTION, AND SCHEDULE THIS WORK ACCORDINGLY.

B. ANY WORK DONE WITHOUT REGARD FOR OTHER TRADES SHALL BE MOVED, REPLACED, OR REDONE AS REQUIRED, WITHOUT EXTRA CHARGES TO OWNER.

1.5 AS-BUILT DRAWINGS

A. A COMPLETE SET OF CONTRACT DRAWINGS SHALL BE MAINTAINED AT THE WORK SITE, AND ALL CHANGES IN THE WORK SHALL BE RECORDED ON THIS SET, ON A DAILY BASIS. THE FINAL AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.

1.6 DRAWINGS

A. THE DRAWINGS INDICATE DIAGRAMMATICALLY THE GENERAL LAYOUT OF THE PLUMBING SYSTEMS AND OTHER RELATED WORK. FIELD VERIFICATION OF SCALED DIMENSIONS TAKEN FROM THE DRAWINGS IS REQUIRED.

B. THE CONTRACTOR SHALL REVIEW AND COMPARE THE ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS AND ALL OWNER SUPPLIED EQUIPMENT DRAWINGS, AND ADJUST THEIR WORK TO BE IN CONFORMITY WITH THE CONDITIONS INDICATED THEREON. DISCREPANCIES BETWEEN DRAWINGS, BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, SHALL PROMPTLY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR A DETERMINATION OF THE MODIFICATIONS TO BE EFFECTED. IN THE EVENT THAT A MAJOR MODIFICATION IS REQUIRED, A CHANGE ORDER WILL BE PREPARED.

1.7 VERIFICATION OF EXISTING CONDITIONS AND DEMOLITION

A. BEFORE INSTALLATION OF ANY NEW WORK, VERIFY THE LOCATION, SIZE, AND OTHER CONDITIONS AT ALL POINTS OF CONNECTION TO SERVICES OR OTHER EXISTING PIPING, AND AT ALL LOCATIONS WHERE NEW WORK WILL CROSS OR PASS NEAR EXISTING PIPING, ELECTRICAL, OR OTHER FACILITIES.

B. PATCH, CAP, OR REPAIR EXISTING WORKS AFFECTED BY THIS DEMOLITION IN CONCEALED SPACES WITHIN SIX (6) INCHES OF A LIVE MAIN OR BRANCH.

C. DELIVER REMOVED MATERIAL TO THE OWNER AS DIRECTED BY THE ARCHITECT. DISPOSE OF ALL OTHER REMOVED MATERIAL OFFSITE.

D. INFORMATION SHOWN RELATIVE TO EXISTING SERVICES IS BASED UPON AVAILABLE RECORDS AND DATA DURING PREPARATION OF THE DRAWINGS, BUT SHALL BE VERIFIED. MAKE REASONABLE DEVIATIONS FOUND NECESSARY TO CONFORM TO ACTUAL LOCATIONS AND CONDITIONS, WITHOUT EXTRA CHARGE.

E. THE DATA GIVEN HEREIN AND ON THE DRAWINGS ARE AS EXACT AS COULD BE REASONABLY SECURED, BUT ABSOLUTE ACCURACY IS NOT GUARANTEED. EXACT LOCATIONS, DISTANCES, ELEVATIONS, ETC. WILL BE GOVERNED BY SHOP DRAWINGS, THE BUILDING ITSELF, AND ACTUAL FIELD CONDITIONS.

1.8 DELIVERY, STORAGE, AND HANDLING

A. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, STORAGE, PROTECTION, AND PLACING OF ALL EQUIPMENT AND MATERIALS.

1. CONTRACTOR SHALL PROTECT THE WORK AND MATERIALS FROM DAMAGE DURING CONSTRUCTION. EQUIPMENT STORED AT THE JOB SITE SHALL BE PROTECTED FROM DUST, WATER, OR OTHER DAMAGE, AND BE COVERED IF EQUIPMENT IS EXPOSED TO WEATHER. PROTECT INTERIORS OF NEW EQUIPMENT AND PIPING SYSTEMS AGAINST ENTRY OF FOREIGN MATTER. CLEAN BOTH INSIDE AND OUTSIDE BEFORE PAINTING OR PLACING EQUIPMENT IN OPERATION.
2. ANY ITEMS DAMAGED SHALL BE REPAIRED OR REPLACED, AT NO ADDITIONAL COST TO THE OWNER.

B. CLEANLINESS OF PIPING AND EQUIPMENT SYSTEMS

1. EXERCISE CARE IN STORAGE AND HANDLING OF EQUIPMENT AND PIPING MATERIAL TO BE INCORPORATED IN THE WORK. REMOVE DEBRIS ARISING FROM CUTTING, THREADING, AND WELDING OF PIPING.
2. PIPING SYSTEMS SHALL BE FLUSHED, BLOWN, OR PIGGED AS NECESSARY TO DELIVER CLEAN SYSTEMS.
3. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL COSTS, DAMAGE, AND DELAY ARISING FROM FAILURE TO PROVIDE CLEAN SYSTEMS.

1.9 WARRANTIES

A. EQUIPMENT WARRANTIES SHALL BE PROVIDED FOR ALL EQUIPMENT, WITH ALL NECESSARY INFORMATION FILLED IN, EXCEPT PURCHASE DATE, IN FAVOR OF THE OWNER.

B. THE CONTRACTOR SHALL GUARANTEE THAT ALL WORK UNDER THIS SECTION IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FILING THE NOTICE OF COMPLETION. REPLACEMENT OF DEFECTIVE WORK AND DAMAGE CAUSED TO WORK OF OTHER TRADES AS A RESULT OF SUCH DEFECTIVE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE MADE AT NO COST TO THE OWNER.

1.10 ALTERNATIVE MATERIALS AND METHODS

A. THESE PLANS AND SPECIFICATIONS DESCRIBE THE GENERAL SCOPE OF THE MECHANICAL SYSTEMS. THESE PLANS AND SPECIFICATIONS DO NOT PRECLUDE THE SUBMITTAL OF ALTERNATIVE METHODS OR MATERIALS. MANUFACTURER'S NAMES AND CATALOG NUMBERS ARE STATED TO IDENTIFY THE TYPE AND QUALITY OF THE EQUIPMENT OR MATERIALS REQUIRED FOR THE PROJECT.

B. THE CONTRACTOR MAY SUBMIT SHOP DRAWINGS AND/OR TECHNICAL INFORMATION ON ALTERNATIVE EQUIPMENT, MATERIALS OR INSTALLATION DETAILS TO ACCOMPLISH THE INTENT OF THE PLANS AND SPECIFICATIONS. APPROVAL OF THE ALTERNATIVE EQUIPMENT, MATERIALS OR INSTALLATION DETAILS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY FOR COMPLYING WITH THE INTENT OF THE PLANS AND SPECIFICATIONS. SUBMIT THE MANUFACTURERS' TECHNICAL INFORMATION, SHOP DRAWINGS, AND/OR WRITTEN DESCRIPTION OF ALTERNATIVE METHODS FOR EACH ITEM DESCRIBED BY MANUFACTURER'S NAME AND CATALOG NUMBER AND FOR EACH COMPONENT, EQUIPMENT, MATERIAL, OR INSTALLATION DETAIL REQUIRED.

PART 2 – PRODUCTS

2.1 PIPE AND FITTINGS

A. CONDENSATE PIPING: TYPE M, HARD TEMPER, COPPER WITH WROUGHT COPPER OR CAST BRASS FITTINGS. JOINTS SHALL BE MADE UP WITH "STAY-SAFE 50" LEAD FREE SOLDER.

2.2 UNIONS

A. COPPER PIPE UNIONS SHALL BE SOLDERED JOINT, NIBCO SERIES 633 OR 733, MUELLER, OR EQUAL.

B. DIELECTRIC UNIONS SHALL BE EPCO OR EQUAL.

2.3 SLEEVES, WALL PLATES

A. SERVICE PIPE THROUGH EXTERIOR WALL, ROOFS: CRANE STYLE BC WALL AND CEILING PLATES; CHROME PLATED AT FINISHED ROOMS.

B. PIPES THROUGH, UNDER FOOTINGS: 18 GAUGE IRON SLEEVES TWO DIAMETERS LARGER THAN PIPE, CAST IN CONCRETE, ANNULAR SPACE FILLED WITH MASTIC OR PLASTIC BITUMINOUS CEMENT.

C. PIPES THROUGH FIRE RATED WALLS SHALL BE PROTECTED WITH FIRE RETARDANT MASTIC AS DETAILED ON THE DRAWINGS. INSTALLATION SHALL BE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE UL SYSTEM NUMBER. HILTI OR APPROVED EQUAL.

D. WALL AND CEILING PLATES: CRANE STYLE BC OR EQUAL; CHROME PLATED AT FINISHED ROOMS.

E. PIPES THROUGH FLOORS, INTERIOR CONCRETE WALLS, AND THROUGH FIRE RATED WALL AND SMOKE STOP PARTITIONS: 18 GAUGE IRON SLEEVES, TWO DIAMETERS LARGE THAN PIPE, ANNULAR SPACE FILLED WITH 3M BRAND FIRE BARRIER CP-25 CAULK.

F. PIPES THROUGH 1-HOUR WALLS SHALL BE PROTECTED WITH FIRE RETARDANT MASTIC AS DETAILED ON THE DRAWINGS. INSTALLATION SHALL BE IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE UL SYSTEM NUMBER. HILTI OR APPROVED EQUAL.

2.4 ACCESS DOORS

A. WHERE CONSTRUCTION IS NOT INHERENTLY ACCESSIBLE, PROVIDE ADEQUATELY SIZED AND CONVENIENTLY LOCATED ACCESS DOORS IN CEILING, WALLS, AND FURRING FOR SERVICING VALES, EQUIPMENT, ETC.

B. ACCESS DOORS SHALL BE KARP, MILCOR, OR EQUAL, PRIME COATED STEEL FOR ALL SURFACES EXCEPT CERAMIC TILE, 12" X12" MINIMUM SIZE AS REQUIRED. LOCKS SHALL BE FLUSH, SCREWDRIVER OPERATED.

1. STYLE KDW FOR GYPSUM BOARD SURFACES.
2. STYLE PL FOR PLASTER SURFACES.
3. STYLE 210 FOR ACOUSTIC TILE SURFACES.
4. STYLE DSC 214-M SATIN FINISH STAINLESS STEEL AT CERAMIC TILE SURFACES.
5. STYLE "FIRE RATED" AT RATED CEILINGS AND WALLS.

PART 3 – EXECUTION

3.1 SURFACE CONDITIONS

A. THIS CONTRACTOR SHALL BE HELD TO HAVE EXAMINED THE SITE AND COMPARED IT WITH THE CONTRACT DOCUMENTS, AND TO ADEQUATELY UNDERSTAND THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. IN THE EVENT OF DISCREPANCY, THIS CONTRACTOR SHALL NOTIFY THE ARCHITECT AND PROCEED AS DIRECTED. THIS CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL EXISTING CONDITIONS, WHETHER OR NOT ACCURATELY DESCRIBED, AND NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE ON HIS BEHALF FOR ANY ERROR, OMISSION, OR EXTRA EXPENSE DUE TO FAILURE OR NEGLECT TO MAKE SUCH EXAMINATION AND NOTIFICATION.

3.2 VIBRATION AND SOUND CONTROL

A. MAKE ALL NECESSARY PROVISIONS TO PREVENT THE TRANSMISSION OF VIBRATION TO THE BUILDING STRUCTURE, INCLUDING FLEXIBLE PIPE CONNECTIONS TO MOTOR DRIVEN EQUIPMENT, RESILIENT MOUNTING FOR PIPING, AND SEALING OFF PIPE AND DUCT PENETRATIONS OF WALLS AND ROOF.

3.3 INSULATION

A. INSULATION SHALL BE APPLIED IN COMPLETE ACCORDANCE WITH THE MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS. ALL INSULATION SHALL BE APPLIED ON CLEAN, DRY SURFACES AND SHALL BE CONTINUOUS THROUGH WALL AND CEILING OPENING AND SLEEVES. ALL JOINTS SHALL BE FIRMLY BUTTED TOGETHER AND LONGITUDINAL JACKET LAPS AND BUTT STRIPS SHALL BE SMOOTHLY SECURED. SPECIFIED ADHESIVES, MASTICS, AND COATINGS SHALL BE APPLIED AT THE MANUFACTURER'S RECOMMENDED MINIMUM COVERAGE PER GALLON.

3.4 PIPING INSTALLATION, GENERAL REQUIREMENTS

A. ALL PIPING SHALL BE CONCEALED IN FINISHED ROOMS, INSTALLED IN FURRED WALLS AND PARTITIONS. WHERE FURRED OR SUSPENDED CEILINGS OCCUR, PIPING SHALL BE INSTALLED IN THE CONCEALED SPACE AT POINTS ADJACENT TO BEAMS AND/OR OTHER STRUCTURAL MEMBERS, AND COORDINATED WITH DUCTWORK AND EQUIPMENT. WHERE EXPOSED PIPING OCCURS, IT SHALL BE INSTALLED PARALLEL TO OR AT RIGHT ANGLES TO BUILDING WALLS, UNLESS SPECIFICALLY SHOWN OTHERWISE ON THE DRAWINGS.

B. INSTALLATION OF PIPING SHALL BE SUCH THAT DAMAGE CANNOT RESULT, THROUGH THERMAL EXPANSION OR CONTRACTION, TO PIPING, BUILDING, OR PIPE HANGERS AND SUPPORTS. ANCHORS SHALL BE INSTALLED AT MIDPOINTS OF ALL RUNS IN MAIN PIPING FOR THE PURPOSE OF LOCALIZING PIPE EXPANSION OR PREVENTION OF CREEPAGE.

C. ALL PIPE LINES SHALL BE INSTALLED FREE FROM TRAPS AND AIR POCKETS, TRUE TO LINE AND GRADE, WITH SUITABLE SUPPORTS PROPERLY SPACED. ALL PIPING SHALL BE INSTALLED WITHOUT UNDUE STRESSES AND WITH PROVISION FOR EXPANSION AND CONTRACTION.

D. ALL PIPING SHALL BE NEW AND FREE FROM FOREIGN SUBSTANCES. AMERICAN STANDARD PIPE THREADS SHALL BE USED FOR IPS THREADED WORK. JOINTS IN THREADED PIPING SHALL BE MADE UP WITH TEFLON TAPE APPLIED TO THE MALE THREADS ONLY. NO SCREWED PIPE JOINTS SHALL BE CAULKED OR PACKED WITH ROPE OR OTHER PACKING MATERIALS. PIPE SHALL BE FREE FROM TOOL MARKS, THREADS CUT ACCURATELY WITH NOT MORE THAN TWO (2) THREADS SHOWING BEYOND FITTING. FRICTION WRENCHES SHALL NOT BE USED WITH PLATED, POLISHED, OR SOFT METAL PIPING. ALL CHANGES IN PIPE SIZE SHALL BE MADE WITH REDUCING FITTING. BUSHINGS WILL NOT BE PERMITTED.

E. NO WATER OR DRAINAGE PIPING SHALL PASS OVER ELECTRICAL EQUIPMENT UNLESS ADEQUATE PROTECTION IS PROVIDED TO PREVENT DAMAGE BY LEAKS OR CONDENSATION.

F. ALL COPPER TUBING SHALL BE FORMED IN A WORKMANLIKE MANNER, IN ACCORDANCE WITH THE PIPE AND TUBE BENDING HANDBOOK OF THE COPPER AND BRASS RESEARCH ASSOCIATION. A TUBE BENDER GIVING SUPPORT TO THE PERIPHERY OF THE TUBE SHALL BE USED. THE TUBING SHALL BE PROTECTED AGAINST FLATTING OR OTHER INJURY.

G. ALL COPPER CONNECTIONS AND JOINTS SHALL BE MADE IN ACCORDANCE WITH THE COPPER TUBE HANDBOOK, COPPER AND BRASS RESEARCH ASSOCIATION. NO SWAGED CONNECTIONS WILL BE PERMITTED. ALL VALVES, PUMPS, AND SIMILAR EQUIPMENT SHALL BE CONNECTED TO COPPER PIPING THROUGH UNION OR FLANGE ADAPTER FITTINGS.

H. SHUT OFF VALVES SHALL BE PROVIDED IN ALL MAIN SERVICES, AND WHERE REQUIRED TO PERMIT PROPER SERVICING OF EQUIPMENT. VALVES OF ONE TYPE SHALL BE OF ONE MANUFACTURER.

I. ALL VALVES SHALL BE OF THE SAME SIZE AS THE PIPELINES IN WHICH THEY ARE INSTALLED, UNLESS SPECIFICALLY SIZED ON THE DRAWINGS. ALL HAND CONTROLLED LINE VALVES SHALL BE BALL VALVES, EXCEPT WHERE THROTTLING CONTROL OR FREQUENT OPERATION IS REQUIRED, IN WHICH CASE GLOBE OR ANGLE VALVES SHALL BE USED. GLOBE VALVES IN HORIZONTAL LINES SHALL BE INSTALLED WITH STEM IN HORIZONTAL TO PERMIT LINE DRAINING. ALL GLOBE AND ANGLE VALVES SHALL BE INSTALLED TO CLOSE AGAINST PRESSURE. DISC VALVES SHALL HAVE DISCS SUITABLE FOR THE SERVICES FOR WHICH THEY ARE TO BE USED.

J. PROVIDE PRIME COATED ESCUTCHEON PLATES AT ALL POINTS WHERE EXPOSED PING PENETRATES FINISHED WALL CEILINGS OR FLOORS.

3.5 INSTALLATION, PIPING

A. CONDENSATE PIPING INDIRECT WASTE PIPING SHALL BE INSTALLED TO A UNIFORM MINIMUM GRADE OF ¼" PER FOOT UNLESS OTHERWISE NOTED. CHANGES IN DIRECTION OF INDIRECT WASTE PIPING SHALL BE ACCOMPLISHED BY THE USE OF APPROPRIATE DRAINAGE FITTINGS.

B. FLASHING: ALL ROOF AND WALL PENETRATIONS SHALL BE FLASHED AND COUNTERFLASHED WATER TIGHT WITH 26 GAUGE SHEET METAL, EXCEPT AS NOTED. VENTS THROUGH ROOF SHALL BE FLASHED WITH SEMCO #1100-4 LEAD FLASHING ASSEMBLIES. FLASHING SHALL EXTEND OVER TOP OF PIPE AND SHALL BE TURNED DOWN INSIDE TOP OF PIPE.

3.6 TESTING, INSPECTIONS

A. GENERAL

1. THIS CONTRACTOR SHALL NOT ALLOW OR CAUSE ANY WORK OF THIS SECTION TO BE COVERED OR ENCLOSED UNTIL IT HAS BEEN INSPECTED, TESTED, AND APPROVED BY THE ARCHITECT AND THE AUTHORITIES HAVING JURISDICTIONS OVER THE WORK. SHOULD ANY OF THIS WORK BY ENCLOSED OR COVERED UP BEFORE SUCH INSPECTION, TESTING, AND APPROVAL, THIS CONTRACTOR SHALL UNCOVER THE WORK, HAVE THE NECESSARY INSPECTIONS, TESTS, AND APPROVALS MADE AND, AT NO EXPENSE TO THE OWNER, MAKE ALL REPAIRS NECESSARY TO RESTORE BOTH HIS WORK AND THAT OF OTHER CONTRACTORS THAT MAY HAVE BEEN DAMAGED, TO BE IN CONFORMITY WITH THE CONTRACT DOCUMENTS.

B. TESTS

1. THIS CONTRACTOR SHALL MAKE ALL TESTS REQUIRED BY ALL LOCAL, STATE, AND FEDERAL LAWS, CODES, ORDINANCES, AND REGULATIONS HAVING JURISDICTION OVER THIS WORK.
2. FURNISH ALL NECESSARY LABOR, MATERIALS, AND EQUIPMENT FOR CONDUCTING TESTS, AND PAY ALL EXPENSES IN CONNECTION THEREWITH. SHOULD LEAKS DEVELOP WHILE TESTING, REPAIRS SHALL BE MADE, AND TESTS SHALL BE REPEATED UNTIL A SATISFACTORY TEST IS OBTAINED.
3. DRAINAGE AND VENT PIPING SHALL BE TESTED FOR 1 HOUR BY PLUGGING ALL OUTLETS AND FILLING THE PIPES WITH WATER TO THE TOP OF VERTICAL SECTIONS OF PIPES. NO LOSS OF WATER SHALL BE PERMITTED.

END OF SECTION

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LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
NATHANIEL J. WARNER
No. E25042
EXP. 06-30-2026
ELECTRICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

PLUMBING SPECIFICATIONS

ISSUED FOR:

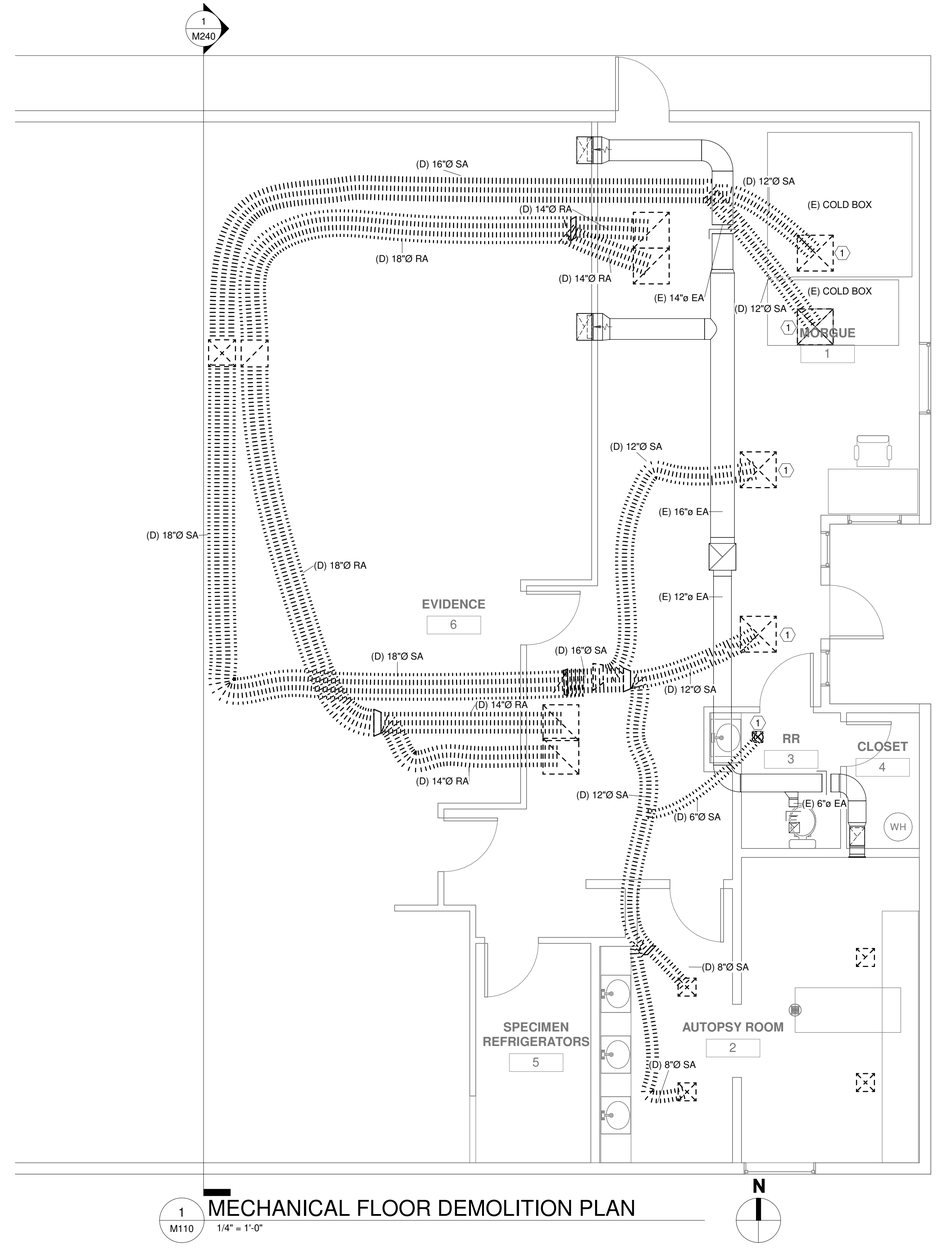
CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	
PROJECT NO:	24049

M104

KEYED NOTES:

1. REMOVE AIR TERMINALS, CLEAN, AND PREPARE FOR INSTALLATION IN NEW LOCATION. SEE 1/M210 FOR NEW LOCATION.



1 M110 MECHANICAL FLOOR DEMOLITION PLAN
1/4" = 1'-0"

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REGISTERED PROFESSIONAL ENGINEER
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MECHANICAL
STATE OF CALIFORNIA

CONSULTANTS

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MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

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Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

MECHANICAL DEMOLITION PLAN

ISSUED FOR:

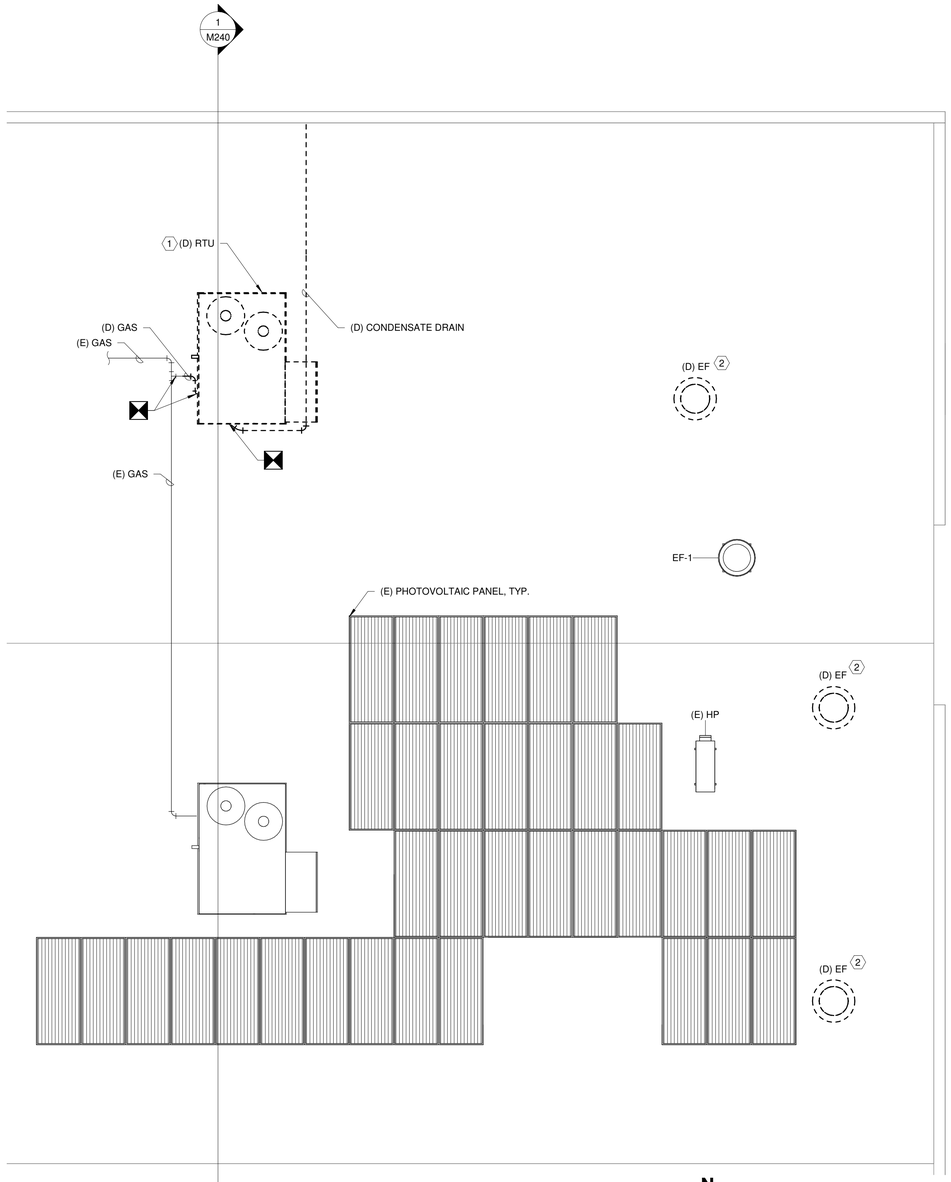
CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	1/4" = 1'-0"
PROJECT NO:	24049

M110

KEYED NOTES:

1. REMOVE EXISTING RTU. REMOVE EXISTING CURB ADAPTER.
2. REMOVE EXISTING EXHAUST FAN. CAP EXISTING CURB WITH GSM CAP. SEAL WATERTIGHTS.



1 M140 MECHANICAL ROOF DEMOLITION PLAN
1/4" = 1'-0"

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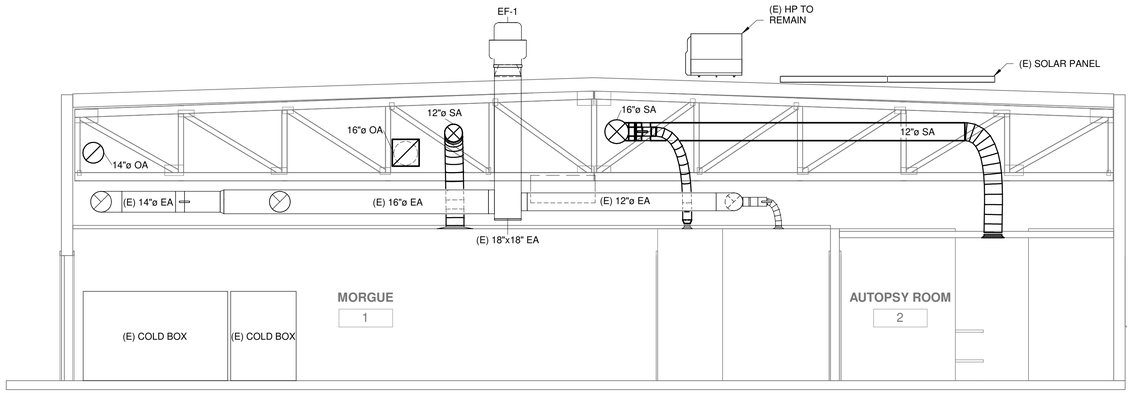
MECHANICAL ROOF DEMOLITION PLAN

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	1/4" = 1'-0"
PROJECT NO:	24049

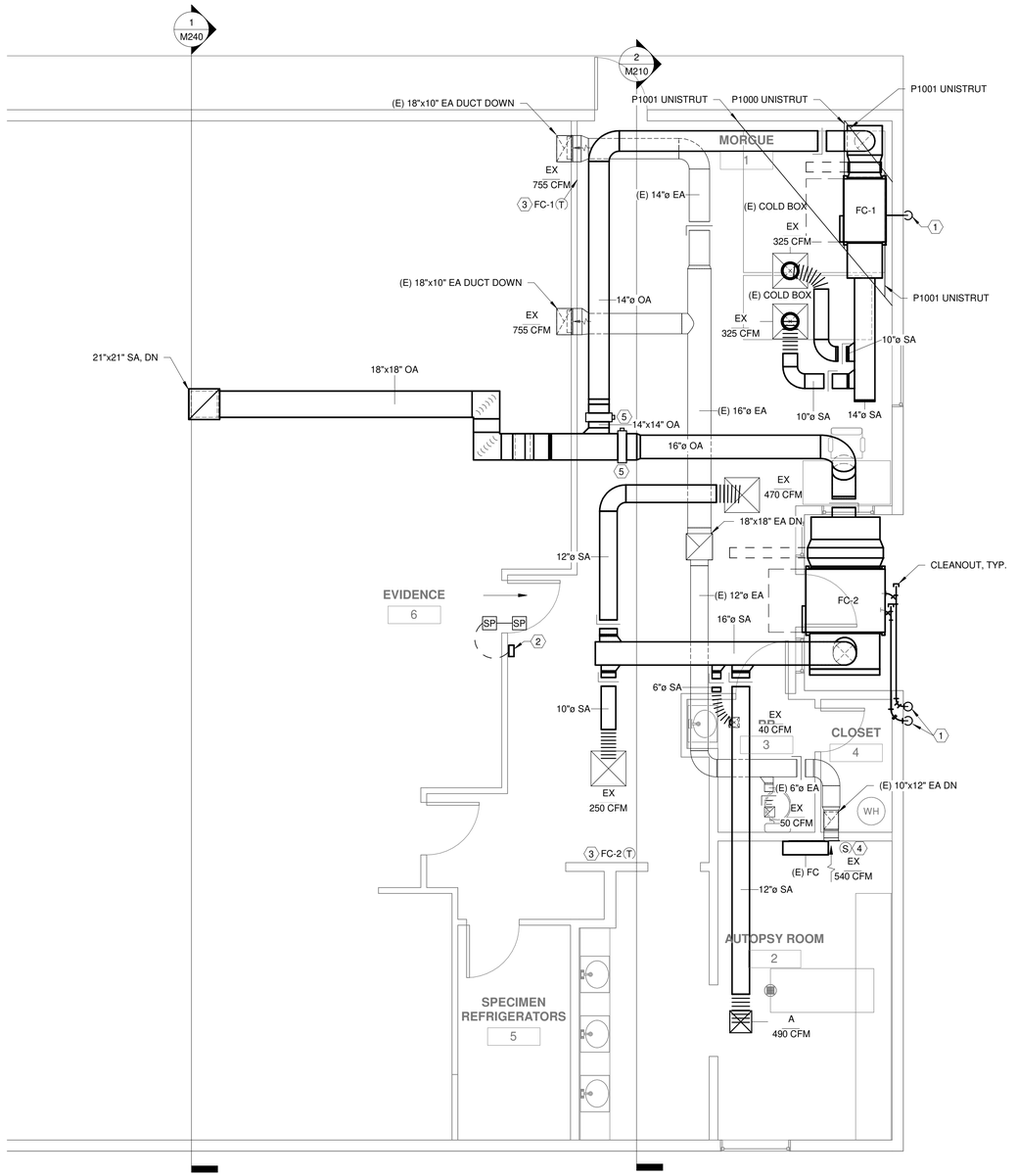
M140



2 M210 MECHANICAL SECTION
1/4" = 1'-0"

KEYED NOTES:

1. 3/4" CONDENSATE DRAIN DOWN ALONG WALL. DISCHARGE TO LANDSCAPING 6" ABOVE GRADE, TURNED DOWN.
2. PRESSURE MONITORING DISPLAY. REFER TO 1/M100.
3. MOUNT THERMOSTAT 48" ABOVE FINISHED FLOOR. COORDINATE FINAL LOCATION WITH OWNER.
4. PROVIDE REMOTE SENSOR IN AUTOPSY ROOM, BUT PLACE FC-2 THERMOSTAT CONTROLLER OUTSIDE OF AUTOPSY ROOM.
5. OUTSIDE AIR DUCT TO BE EQUIPPED WITH RUSKIN CBD2 COUNTERBALANCED BACKDRAFT DAMPER.



1 M210 MECHANICAL FLOOR PLAN
1/4" = 1'-0"

N

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LICENSE STAMP

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Exp. 03-31-2026
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CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

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SHEET TITLE

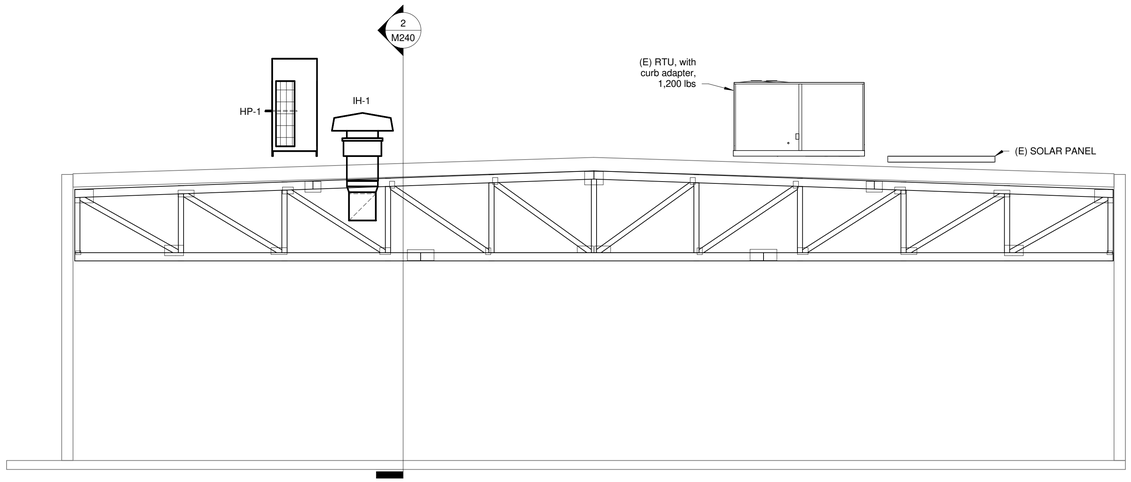
MECHANICAL FLOOR PLAN

ISSUED FOR:

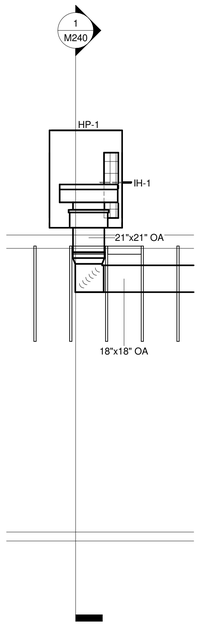
CONSTRUCTION DOCUMENTS

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DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	1/4" = 1'-0"
PROJECT NO:	24049

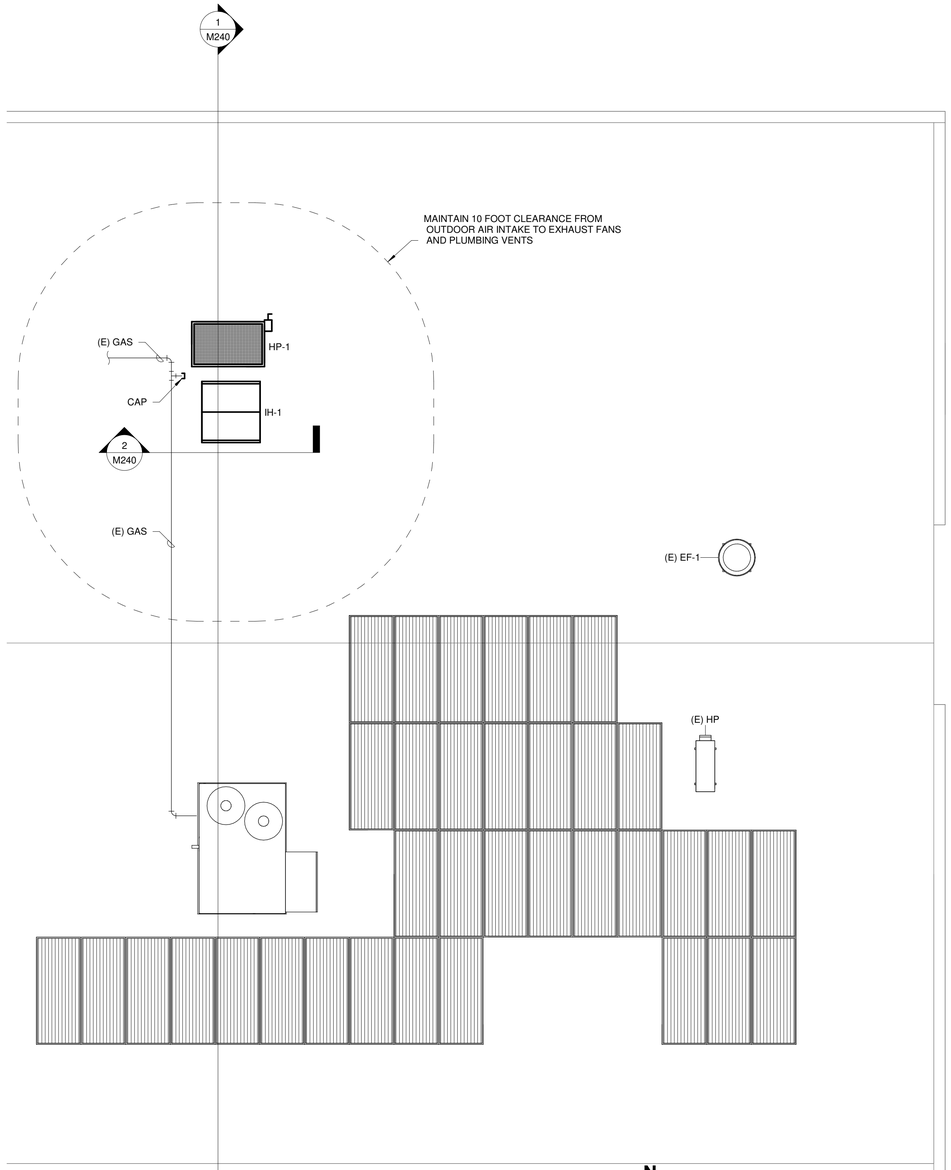
M210



1 M240 MECHANICAL SECTION - EAST
NOT TO SCALE



2 M240 MECHANICAL SECTION - NORTH
1/4" = 1'-0"



3 M240 MECHANICAL ROOF PLAN
1/4" = 1'-0"

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LICENSE STAMP

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STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

MECHANICAL ROOF PLAN

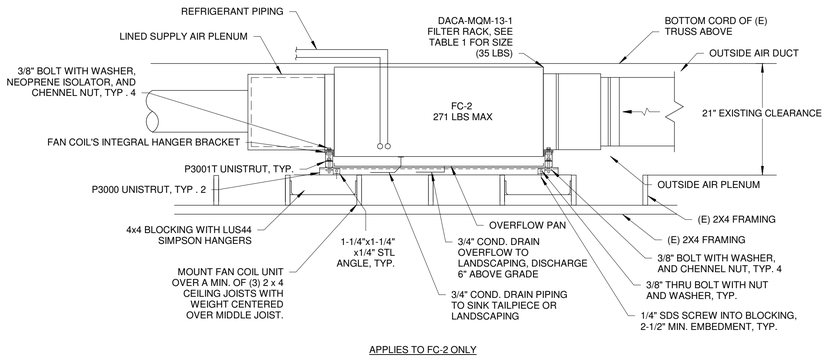
ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	1/4" = 1'-0"
PROJECT NO:	24049

M240

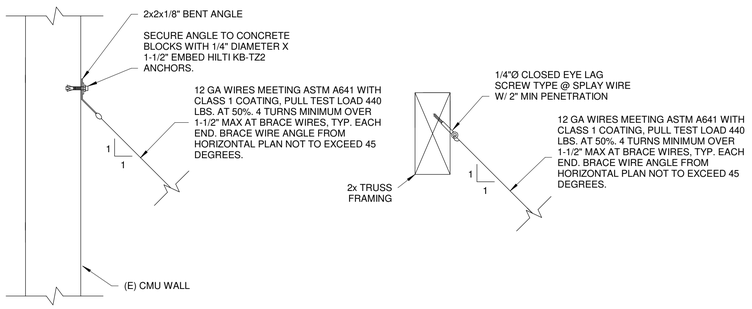
TABLE 1				
AIRFLOW (MAX)	FILTER EFFICIENCY	FILTER SIZE	FILTER DEPTH	INITIAL P.D. (INCHES W.G.)
800	MERV 13	18"X24"	4"	0.39
1400	MERV 13	(2) 18"X24"	4"	0.39



APPLIES TO FC-2 ONLY

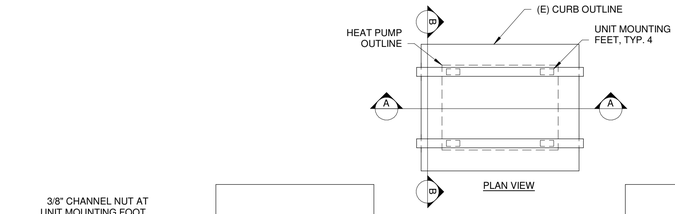
2 M300 FAN COIL DETAIL

NOT TO SCALE



4 M300 SPLAY BRACING ATTACHMENT DETAIL

NOT TO SCALE

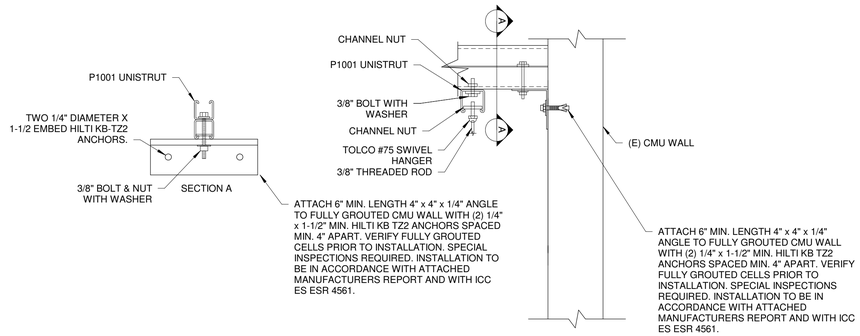


APPLIES TO HP-1 ONLY

NOTES:
1. CONTRACTOR SHALL VERIFY THE WATERPROOFING OF ROOF EQUIPMENT INSTALLATIONS TO ENSURE THAT NO LEAKS INTO THE BUILDING CAN OCCUR.

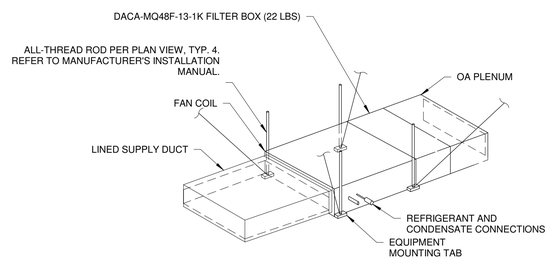
1 M300 ROOFTOP HEAT PUMP MOUNTING DETAIL

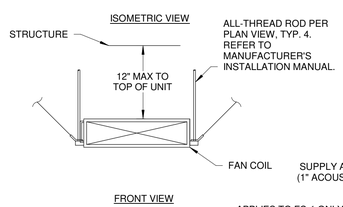
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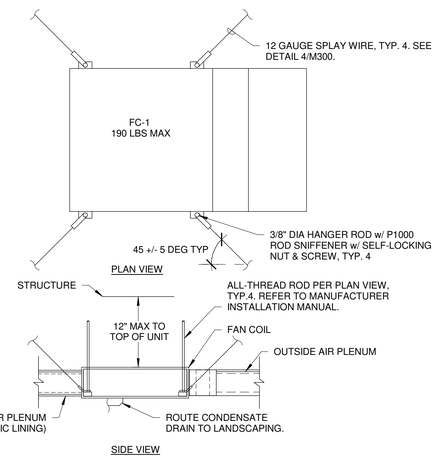


3 M300 FAN COIL HANGER ATTACHMENT DETAIL

NOT TO SCALE



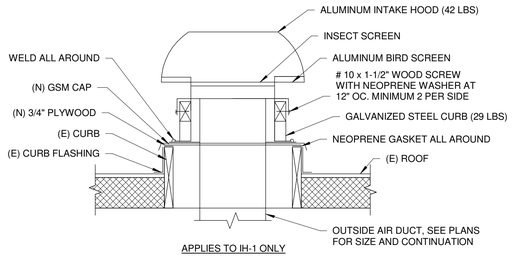




APPLIES TO FC-1 ONLY

5 M300 FAN COIL DETAILS

NOT TO SCALE



APPLIES TO IH-1 ONLY

NOTES:
1. CONTRACTOR SHALL VERIFY THE WATERPROOFING OF ROOF EQUIPMENT INSTALLATIONS TO ENSURE THAT NO LEAKS INTO THE BUILDING CAN OCCUR.

6 M300 INTAKE HOOD DETAIL

NOT TO SCALE

FRONTIER
CONSULTING ENGINEERS
2727 Bechelli Lane - Redding, CA 96002
Ph: (530) 232-6160 - www.frontierce.com

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LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
DARMIEL E. WARFORD
No. M41808
Exp. 06-31-2026
MECHANICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

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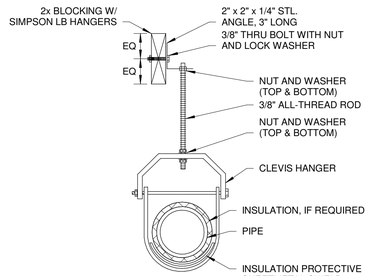
MECHANICAL DETAILS

ISSUED FOR:

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M300



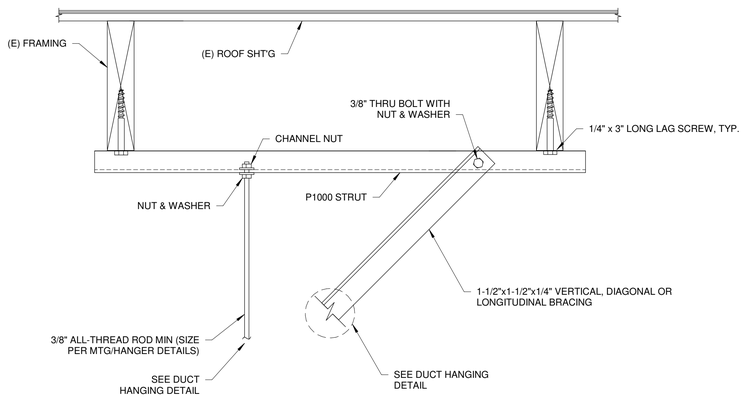
NOTE:
SUSPENDED PIPING SHALL BE SUPPORTED AT INTERALS NOT TO EXCEED THOSE SHOWN IN TABLE 313.3 (CPC SECTION 313).

HANGERS AND SUPPORTS

MATERIAL	HORIZONTAL	VERTICAL
COPPER & COPPER ALLOYS	1-1/2 INCHES AND SMALLER, 6 FEET; 2 INCHES AND LARGER, 10 FEET	EACH FLOOR, NOT TO EXCEED 10 FEET
SCHEDULE 40 PVC AND ABS DWV	ALL SIZES, 4 FEET; ALLOW FOR EXPANSION EVERY 30 FEET	BASE AND EACH FLOOR; PROVIDE MID-STORY GUIDES; PROVIDE FOR EXPANSION EVERY 30 FEET

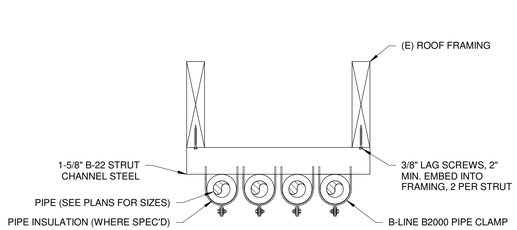
2 M301 PIPE HANGING DETAIL

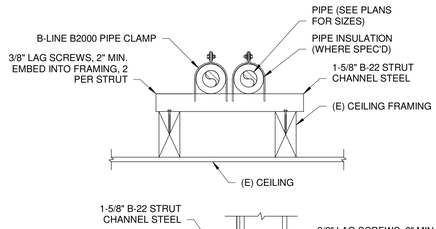
NOT TO SCALE

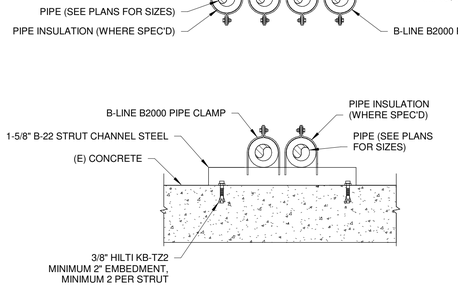


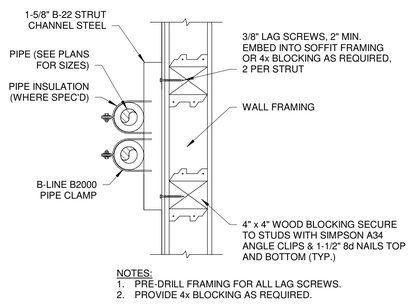
1 M301 TYPICAL HANGER CONNECTION DETAILS

NOT TO SCALE





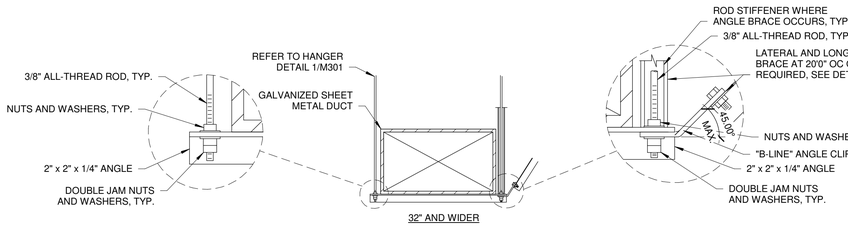


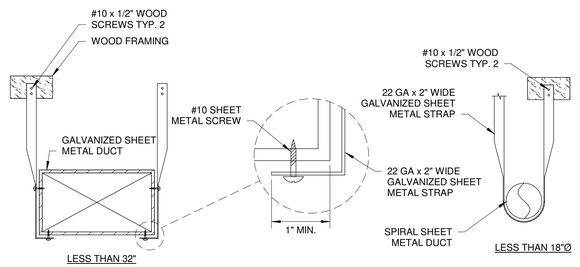


NOTES:
1. PRE-DRILL FRAMING FOR ALL LAG SCREWS.
2. PROVIDE 4x BLOCKING AS REQUIRED.

4 M301 PIPE SUPPORT DETAILS

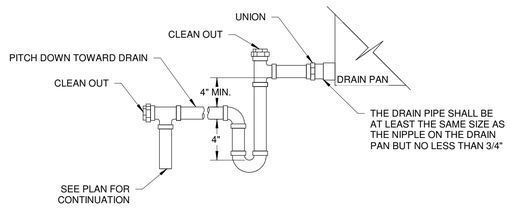
NOT TO SCALE





3 M301 DUCT HANGING DETAILS

1/8" = 1'-0"



5 M301 HVAC CONDENSATE DRAIN DETAIL

NOT TO SCALE

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PROJECT NO:	24049

M301

H. FAN SYSTEMS & AIR ECONOMIZERS

This table is used to demonstrate compliance with prescriptive requirements found in 140.4(c), 140.4(e), 140.4(m), 170.2(c)3, and 170.2(c)4A for fan systems. Fan systems serving only process loads are exempt from these requirements and do not need to be included in Table H.

System Name	HP-1	Quantity	1	Fan System Status	New	System Zoning	all other systems	Serving Dwelling Units	Not Serving Dwelling Units	Fan System Airflow (cfm)	1,900	Site Elevation	342	Economizer	Differential Temperature
01	02	03	04			05		06	07	08	09			10	11

Fan Name or Item Tag	Fan Type	Qty	Component	Airflow through Component (%)	Water Gauge (wg)	Allowance: Component Allowance	Allowance: Fan Allowance (watt/cfm)[3]	Design: Design Electrical Input Power Method	Design: Motor Nameplate Horsepower	Design: Design Electrical Input Power (kW)
SF	Supply	1	Base Allowance for system serving spaces <=6 floors away	100		441		Manufacturer provided		0.76
			MERV 13-16 Filter upstream of thermal conditioning equipment	100		264				
			Hydronic/DX cooling coil or heat pump coil	100		264				
			100% outdoor air system	100		133				
Supply Fan Base Allowance (kW)			Exhaust/Return/Relief/Transfer Fan Base Allowance(kW)				Fan System Allowance (kW)[3]	1.1	Fan System Electrical Output (kW)	0.76

[1] *FOOTNOTES: Fans serving spaces with design background noise goals below NC35*
[2] *Low-turndown single-zone VAV fan system must be capable of and configured to reduce airflow to 50 percent of design airflow and use no more than 30 percent of the design wattage at that airflow. No more than 10 percent of the design load served by the equipment shall have fixed loads.*
[3] *Fan system allowance includes fan system base allowance.*
[4] *Filter pressure loss can only be counted once per fan system.*
[5] *Complex Fan System means a fan system that combines a single cabinet fan system with other supply fans, exhaust fans, or both.*
[6] *Computer room economizers must meet requirements of 140.9(a) and will be documented on the NRCC-PRC-E document..*

L. DISTRIBUTION (DUCTWORK and PIPING)

			Dwelling Units: Total duct leakage of duct system shall not exceed 12% or duct system to outside shall not exceed 6% per RA3.1.4 required for systems?	No
			Duct leakage testing per CMC Section 603.10.1 required for these systems?	Yes
11	No	The scope of the project includes only duct systems serving healthcare facilities		
12	Yes	Duct system provides conditioned air to an occupiable space for a constant volume, single zone, space-conditioning system.		
13	Yes	The space conditioning system serves less than 5,000 ft² of conditioned floor area.		
14	No	The combined surface area of the ducts is more than 25% of the total surface area of the entire duct system:		
15		The scope of the project includes extending an existing duct system, which is constructed, insulated or sealed with asbestos.		
16	No	The scope of the project includes an existing duct system that is documented to have been previously sealed as confirmed through field verification and diagnostic testing in accordance with procedures in the Reference Nonresidential Appendix NA2.		
17		All Ductwork and plenums with pressure class ratings shall be constructed to Seal Class A		
18		All ductwork is an extension of an existing duct system		
19		Ductwork serving individual dwelling unit		
20		< 25 ft of new or replacement space conditioning ducts installed		
21	R-8	Duct Insulation R-value		
22				
23				

M. COOLING TOWERS

This section does not apply to this project.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Dry System Equipment Sizing (includes air conditioners, condensers, heat pumps, VRF, furnaces and unit heaters and DOAS systems)

01	02	03	04	05	06	07	08	09	10	11
Name or Item Tag	Equipment Category per Tables 110.2, 140.4(a)2 and 170.2(c)3aii	Equipment Type per Tables 110.2 and Title 20	Smallest Size Available[1] 140.4(a) and 170.2(c)1	Equipment Sizing per Mechanical Schedule (kBtu/h) 140.4(a&b), 170.2(c)1 & 170.2(c)2						
				Heating Output[2,3]		Cooling Output[2,3]		Load Calculations[3,4]		
				Per Design (kBtu/h)	Rated (kBtu/h)	Supp. Heating Output (kBtu/h)	Sensible Per Design (kBtu/h)	Rated (kBtu/h)	Total Heating Load (kBtu/h)	Total Sensible Cooling Load (kBtu/h)
HP-1	Unitary Heat Pumps	Air-cooled, split (3 phase)	Yes	52.57	89	0	121.9	85.22	141.7	92.34

[1] *FOOTNOTE5. Equipment shall be the smallest size, within the available options of the desired equipment line, necessary to meet the design heating and cooling loads of the building per 140.4(b) and 170.2(c)1. Healthcare facilities are excepted.*
[2] *It is common practice to show rated output capacity on the equipment schedule. Sensible cooling output comes from specification sheet tables.*
[3] *If equipment is heating only, leave cooling output and load blank. If equipment is cooling only, leave heating output and load blank.*
[4] *Authority Having Jurisdiction may ask for load calculations used for compliance per 140.4(b) and 170.2(c).*

Dry System Equipment Efficiency (other than Package Terminal Air Conditioners (PTAC) and Package Terminal Heat Pumps (PTHP), DX-DOAS and Dual Fuel Heat Pumps)

01	02	03	04	05	06	07	08	09
Name or Item Tag	Size Category (Btu/h)	Heating Mode				Cooling Mode		
		Rating Condition (°F)	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency	Efficiency Unit	Minimum Efficiency Required per Tables 110.2 / Title 20	Design Efficiency
HP-1	>=135,000 and <240,000		COP	3.2	3.4	EER IEER	10.6 13.5	11.7 22.9

G. PUMPS

This section does not apply to this project.

J. VENTILATION AND INDOOR AIR QUALITY

[1] *For lecture halls with fixed seating, the expected number of occupants shall be determined in accordance with the California Building Code.*
[2] *120.1(c)3 requires systems serving rooms that are required by 130.1(c) to have lighting occupancy sensing controls to also have occupancy sensing zone controls for ventilation. Examples of spaces which require lighting occupancy sensors include offices 250ft² or smaller, multipurpose rooms less than 1,000 ft², classrooms, conference rooms, restrooms, aisles and open areas in warehouses, library book stack aisles, corridors, stairwells, parking garages, and loading and unloading zones, unless excepted by 130.1(c).*

K. TERMINAL BOX CONTROLS

This section does not apply to this project.

L. DISTRIBUTION (DUCTWORK and PIPING)

This table is used to show compliance with mandatory pipe insulation requirements found in 120.3 and mandatory requirements found in 120.4(g) for duct sealing.

01	☐	Insulation shall be protected from damage, including that due to sunlight, moisture, equipment maintenance, and wind. Insulation exposed to weather shall be installed with a cover suitable for outdoor service. Insulation covering chilled water piping and refrigerant suction piping located outside the conditioned space shall have a Class I or Class II vapor retarder. All penetrations and joints of which shall be sealed

Duct Leakage Testing

The answers to the questions below apply to the following duct systems:	HP-1	**NR/ Common Use:** Duct leakage testing shall not exceed 6% per NA7.5.3 required for these systems?	No

C. COMPLIANCE RESULTS

Table C will indicate if the project data input into the compliance document is compliant with mechanical requirements. This table is not editable by the user. If this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D., or the table indicated as not compliant for guidance.

01		02		03		04		05		06		07		08	09
System Summary 110.1, 110.2, 140.4, 170.2(c)	AND	Pumps 140.4(k), 170.2(c)4i	AND	Fans/ Economizers 140.4(c), 140.4(e), 170.2(c)	AND	System Controls 110.2, 120.2, 140.4(l), 170.2(c)	AND	Ventilation 120.1, 160.2	AND	Terminal Box Controls 140.4(d), 170.2(c)4B	AND	Distribution 120.3, 140.4(l), 160.2, 160.3	AND	Cooling Towers 110.2(e)2	Compliance Results
[See Table F]		[See Table G]		[See Table H]		[See Table I]		[See Table J]		[See Table K]		[See Table L]		[See Table M]	
Yes	AND		AND	Yes	AND	Yes	AND	Yes	AND		AND	Yes	AND		COMPLIES
Mandatory Measures Compliance (See Table Q for Details)										COMPLIES					

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. HVAC SYSTEM SUMMARY (DRY & WET SYSTEMS)

Space Conditioning System Information

01	02	03	04	05	06
System Name	Quantity	System Serving	System Status	Space Type	Utilizing Recovered Heat
HP-1	1	Single zone	New/ Addition		☐

J. VENTILATION AND INDOOR AIR QUALITY

This table is used to demonstrate compliance with mandatory ventilation requirements in 120.1 120.1(c)3B 140.4(p) and 140.4(q) for all nonresidential and hotel/motel and d:\t24ref\nolink\1160.2, 160.3(a)3b, 170.2(a)4N, 170.2(a)4O for high-rise residential occupancies. For alterations, only ventilation systems being altered within the scope of the permit application need to be documented in this table. In lieu of this table, the required outdoor ventilation rates and efficacy may be shown on the plans or the calculations can be presented in a spreadsheet.

01	☐	Check the box if the project is showing ventilation calculations on the plans, or attaching the calculations instead of completing this table.
02	☒	Check this box if the project included Nonresidential, Hotel/Motel Spaces or Multifamily Common Use Spaces
	☐	
03	☐	Check the box if the project is using natural ventilation in any nonresidential or hotel/motel spaces to meet required ventilation rates per 120.1(c)2.

Nonresidential and Hotel/ Motel Multifamily Common Use Ventilation Systems

04		05					06		07
System Name	HP-1	System Design OA CFM Airflow[1]		1900	System Design Transfer Air CFM		0		Air Filtration per 120.1(c) 141.0(b)2 and 160.2(c)21[2]
									Provided
08	09	10	11	12	13	14	15		16
Space Name or Item Tag	Mechanical Ventilation Required per 120.1(c)3[3] & 160.2(c)3				Exh. Vent per 120.1(c)4 & 160.2(c)4				DCV or Sensor Controls per 120.1(d)3, 120.1(d)5, and 120.1(e)3[4] 160.2(c)5D 160.2(c)5E 160.2(c)5O
	Occupancy Type[4]	Conditioned Floor Area (ft²)	# of Shower/ heads/ toilets	# of people[5]	Required Min OA CFM	Required Min CFM	Provided per Design CFM		
MORGUE/AU TOPSY	All others	1172			175.8	0	0	DCV	NA: Not required per §120.1(d)3
								Occ Sensor	NA: Not required space type
17	Total System Required Min OA CFM				176	18	Ventilation for this System Complies?		Yes

[1] *FOOTNOTES: System CFM should include both mechanical and natural ventilation for the zone/system*
[2] *Air filtration requirements apply to the following three system types per 120.1(c)1A: space conditioning systems utilizing ducts to supply air to occupiable space; supply-only ventilation systems providing outside air to occupiable space; supply side of balanced ventilation systems including heat recovery and energy recovery ventilation systems providing outside air to occupiable space.*
[3] *Uniform Mechanical Code may have more stringent ventilation requirements; the most stringent code requirement takes precedence.*
[4] *See Standards Tables 120.1-A and 120.1-B.*

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: NATHANIEL WARFIELD	Documentation Author Signature:
Company: Frontier Consulting Engineering, Inc.	Signature Date: 3/11/2025
Address: 2727 BECHELLI LANE	CEA/ HERS Certification Identification (if applicable):
City/State/Zip: REDDING CA 96002	Phone: 530-232-6160

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name: NATHANIEL WARFIELD	Responsible Designer Signature:
Company: FRONTIER CONSULTING ENGINEERS, INC.	Date Signed: 2025-03-11
Address: 2727 BECHELLI LANE	License: M41898
City/State/Zip: REDDING CA 96002	Phone: 530-232-6160

This document is used to demonstrate compliance for mechanical systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.4, or 141.0(b)2 for alterations.

A. GENERAL INFORMATION

01	Project Location (city)	RED BLUFF	04	Total Conditioned Floor Area	1172
02	Climate Zone	11	05	Total Unconditioned Floor Area	0
03	Occupancy Types Within Project:		06	# of Stories (Habitable Above Grade)	1

● All Other Occupancies

B. PROJECT SCOPE

This table includes mechanical systems or components that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.4, 170.2(b) or 141.0(b)2 and 180.2(b)2 for alterations.

01	02		03	
Air System(s)	Wet System Components		Dry System Components	
☒	Heating Air System	☐	Air Economizer	☐	Air Economizer
☒	Cooling Air System	☐	Pumps	☐	Electric Resistance Heat
	Mechanical Controls	☐	System Piping	☒	Fan Systems
☒	Mechanical Controls (existing to remain, altered or new)	☐	Cooling Towers	☒	Ductwork (existing to remain, altered or new)
		☐	Chillers	☒	Ventilation
		☐	Boilers	☐	Zonal Systems/ Terminal Boxes

H. EXHAUST AIR HEAT RECOVERY 140.4(q), 170.2(c)4O

01	02	03	04	05	06	07	08	09	10	11
Fan System Name	Qty	Hours of Operation per Year	Design Supply Airflow Rate	Outdoor Airflow	% Outdoor Air at Full Design Airflow	Exemptions to Exhaust Air Heat Recovery Requirement per 140.4(q) & 170.2(c)4O	Exhaust Air Heat Recovery 140.4(q) & 170.2(c)4O	Type Of Heat Recovery Rating	Required Recovery Ratio	Energy Recovery Bypass

Fan Energy Index (FEI)

01	02	03
Name or Item Tag	FEI Exception	FEI
HP-1	Embedded Fan <5HP or <4.1kW	

I. SYSTEM CONTROLS

This table is used to demonstrate compliance with mandatory controls in 110.2 and 120.2 and prescriptive controls in 140.4(f) and (n), 170.2(c)4D 170.2(c)4L or requirements in 141.0(b)2E 180.2(b)2 for altered space conditioning systems.

01	02	03	04	05	06	07	08	09
System Name	System Zoning	Conditioned Floor Area Being Served (ft²)	Thermostats 110.2(b) & (c)[1], 120.2(a) 160.3(a)2A or 141.0(b)2E & 180.2(b)2	Shut-Off Controls 120.2(g) & 160.3(a)2D	Isolation Zone Controls 120.2(g) & 160.3(a)2F	Demand Response 110.12 120.2(b) & 160.3(a)2B	Supply Air Temp. Reset 140.4(f) & 170.2(c)4D	Window Interlocks per 140.4(n) & 170.2(c)4D
HP-1	Single zone	<= 25,000 ft²	Setback	NA: 7 day per 120.2(e)1	NA: Single Zone	NA: Serves temp. sensitive process	NA: Alteration	NA: No operable windows

[1] *FOOTNOTES: Gravity gas wall heaters, gravity floor heaters, gravity room heaters, non-central electric heaters, fireplaces or decorative gas appliances, wood stoves are not required to have setback thermostats.*

N. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

Form/Title
NRCI-MCH-01-E - Must be submitted for all buildings

O. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCA/

Form/Title	Systems/Spaces To Be Field Verified
NRCA-MCH-02-A - Outdoor Air must be submitted for all newly installed HVAC units. Note: MCH-02-A can be performed in conjunction with MCH-07-A Supply Fan VFD Acceptance (if applicable) since testing activities overlap.	RXYQ144AATJA;
NRCA-MCH-03-A - Constant Volume Single Zone HVAC NOTE: This form does not automatically move to "Yes". If Constant Volume Single Zone HVAC Systems are included in the scope, permit applicant should move this form to "Yes".	RXYQ144AATJA;

P. DECLARATION OF REQUIRED CERTIFICATES OF VERIFICATION

There are no NRCV forms required for this project.

Q. MANDATORY MEASURES DOCUMENTATION LOCATION

This table is used to indicate where mandatory measures are documented in the plan set or construction documentation.

01		02
Compliance with Mandatory Measures documented through MCH Mandatory Measures Note Block	Yes	Plan sheet or construction document location M-Sheets

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REGISTERED PROFESSIONAL ENGINEER
NATHANIEL E. WARFIELD
No. M41898
Exp. 06-30-2026
MECHANICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

T24 COMPLIANCE REPORT

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	GK
REVIEWED BY:	BA
SCALE:	
PROJECT NO:	24049

M400

ELECTRICAL LEGEND

SYMBOLS		
	CONDUIT EXPOSED	
	CONDUIT CONCEALED OR BURIED	
5e	1/2" C - 2# 12.1 #12G	CAT 5e LIGHTING CABLE
LA-2	HOME RUN-DESTINATION SHOWN	
	CONDUIT DOWN	
	CONDUIT UP	
	CONNECTION POINT	
$	WALL SWITCH, 46" TO COD AFF UNLESS OTHERWISE NOTED	
$3	INDICATES THREE-POLE WALL SWITCH	
$D	INDICATES WALL SWITCH WITH INTEGRAL DIMMER	
$OC	INDICATES WALL SWITCH WITH INTEGRAL OCCUPANCY SENSOR	
$M	INDICATES MOTOR RATED SWITCH	
J	JUNCTION BOX	
	20A SPECIFICATION GRADE RECEPTACLE, COORDINATE CONFIGURATION W/ SUPPLIED EQUIPMENT	20A SPECIFICATION GRADE GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE
	20A SPECIFICATION GRADE QUADRUPLEX RECEPTACLE	20A SPECIFICATION GRADE GROUND FAULT CIRCUIT INTERRUPTER QUADRUPLEX RECEPTACLE
	208/240V RECEPTACLE 18" COD UNLESS OTHERWISE NOTED ON PLANS	
30 XX XX	NON-FUSED DISCONNECT	
XXAS XXAF	FUSED SWITCH	

ELECTRICAL ABBREVIATIONS

A	-AMMETER, AMPERE
AC	-ALTERNATING CURRENT
AFF	-ABOVE FINISHED FLOOR
AIC	-AMPS INTERRUPTING CAPACITY
ATS	-AUTOMATIC TRANSFER SWITCH
CEC	-CALIFORNIA ELECTRICAL CODE
C/COND	-CONDUIT
CKT	-CIRCUIT
COD	-CENTER OF DEVICE
CT	-CURRENT TRANSFORMER
(E)	-EXISTING
G	-GROUND
GFCI	-GROUND FAULT CIRCUIT INTERRUPT
J	-JUNCTION BOX
MSB	-MAIN SWITCH BOARD
NEC	-NATIONAL ELECTRIC CODE
NEMA	-NATIONAL ELECTRIC MANUFACTURER'S ASSOCIATION
N	-NEUTRAL
(N)	-NEW
PNL	-PANELBOARD
RECEPT	-RECEPTACLE
(R)	-RELOCATE
SWBD	-SWITCHBOARD
TYP	-TYPICAL
V	-VOLTMETER, VOLT
W	-WATT
WP	-WEATHERPROOF (NEMA 3R)
XFMR	-TRANSFORMER

(N) BRANCH PANEL J

LOCATION: MORGUE 1
SUPPLY FROM: DP
MOUNTING RECESSED
ENCLOSURE: NEMA 1

VOLTS: 120/208 Wye
PHASES: 3
WIRES: 4
CIRCUITS: 30

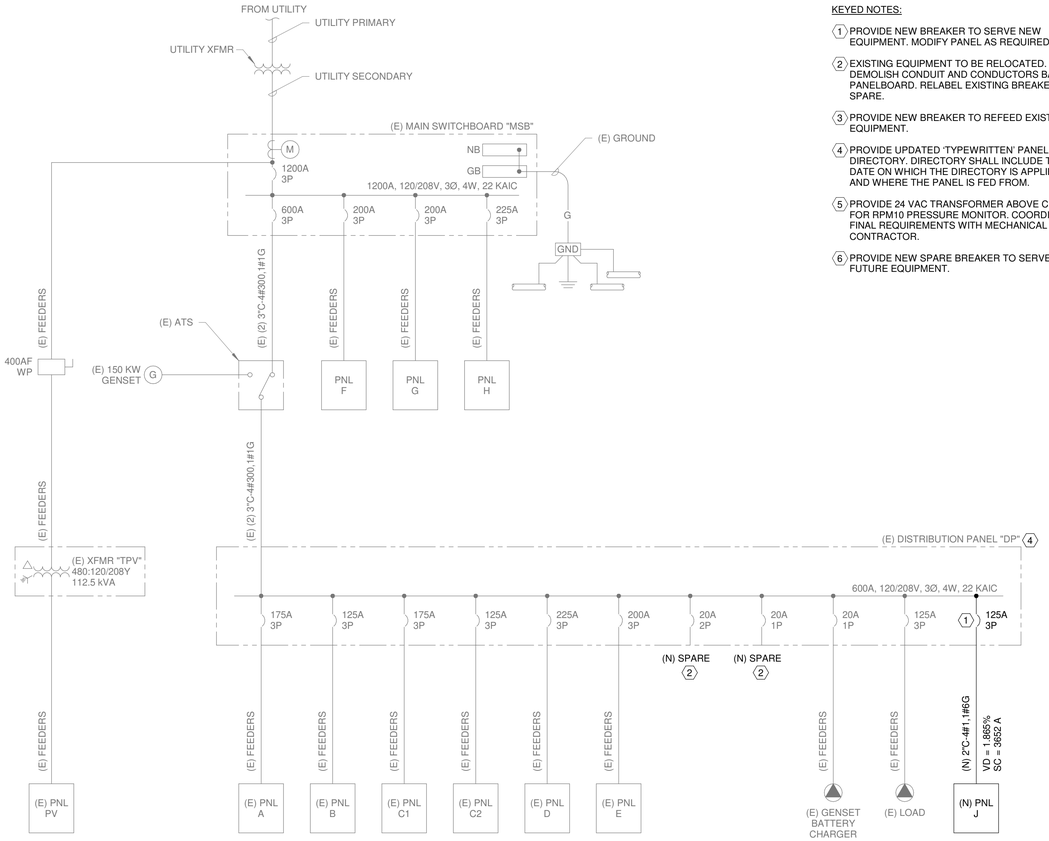
A.I.C. RATING: 10 KAIC
BUS RATING: 125 A
MAIN: MLO

CKT	Circuit Description	Rating	Poles	A	B	C	A	B	C	Poles	Rating	Circuit Description	CKT
1				4592			480			1	20 A	(E) BODY STORAGE CONTROLS - MORGUE (3)	2
3	(N) HVAC - HP-1	50 A	3		4592			1450		2	20 A	(E) BODY STORAGE - MORGUE (3)	4
5						4592			1450				6
7	(3) (E) HVAC - EF-1	25 A	1	1675			0			2	20 A	(F) BODY STORAGE - MORGUE (6)	8
9	(N) HVAC - FC-1	15 A	2		175			0					10
11						175			--	1	--	SPACE	12
13	(N) HVAC - FC-2	15 A	2	341			--			1	--	SPACE	14
15					341			--		1	--	SPACE	16
17	(N) RECEPT - ROOF, PRESSURE MONITOR	20 A	1			230			--	1	--	SPACE	18
19	SPACE	--	1	--			--			1	--	SPACE	20
21	SPACE	--	1		--			--		1	--	SPACE	22
23	SPACE	--	1			--			--	1	--	SPACE	24
25	SPACE	--	1	--			--			1	--	SPACE	26
27	SPACE	--	1		--			--		1	--	SPACE	28
29	SPACE	--	1			--			--	1	--	SPACE	30
	TOTAL LOAD (VOLT-AMPS):			PHASE A 7088 VA			PHASE B 6558 VA			PHASE C 6447 VA			
	TOTAL LOAD (AMPS):			59 A			55 A			54 A			

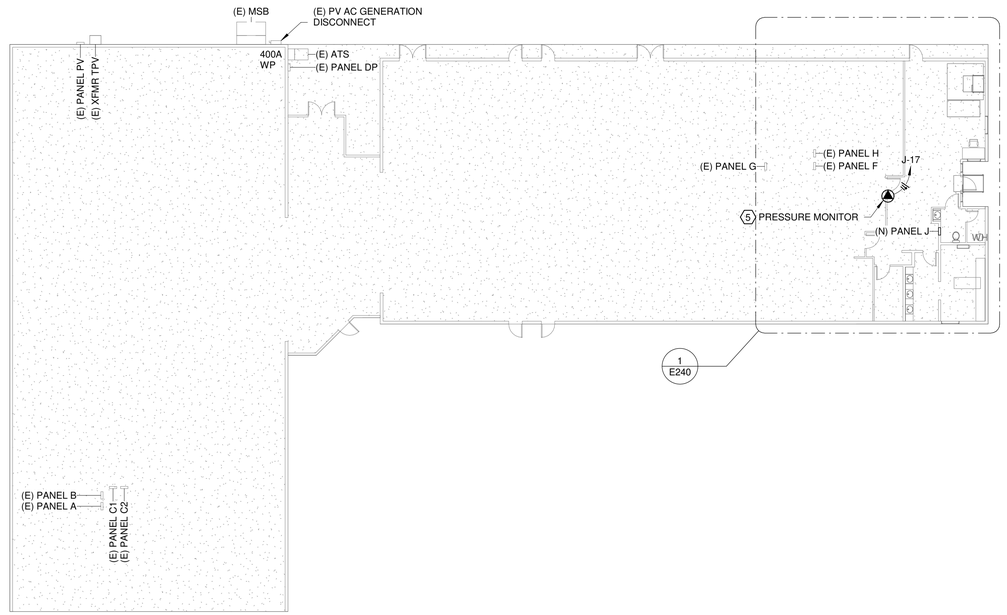
VOLTAGE DROP BRANCH CIRCUIT TABLE

		MAXIMUM ALLOWED RUN LENGTH (FT)				
VOLT	AMP	#12	#10	#8	#6	#4
120	2	500	800	1200	2000	3250
	4	250	400	600	1000	1625
	6	175	250	400	650	1100
	8	125	200	325	500	800
	10	100	150	250	400	650
	12	85	125	200	350	550
	14	75	110	175	300	450
	16	60	100	150	250	400

PANEL SCHEDULE BRANCH CIRCUIT SIZES SHALL ACCOUNT FOR VOLTAGE DROP. VOLTAGE DROP SHALL NOT EXCEED 3% FOR BRANCH CIRCUITS. COORDINATE BRANCH CIRCUIT LENGTH PER ACTUAL FIELD ROUTING WITH THE ABOVE VOLTAGE DROP TABLE. ADJUST BRANCH CIRCUIT CONDUCTOR SIZES AS REQUIRED. ADJUST CONDUIT SIZE AS REQUIRED FOR LARGER CONDUCTORS.



1 E100 ONE-LINE DIAGRAM
NOT TO SCALE



2 E100 ELECTRICAL REFERENCE PLAN
1/16" = 1'-0"

N

KEYED NOTES:

1. PROVIDE NEW BREAKER TO SERVE NEW EQUIPMENT. MODIFY PANEL AS REQUIRED.
2. EXISTING EQUIPMENT TO BE RELOCATED. DEMOLISH CONDUIT AND CONDUCTORS BACK TO PANELBOARD. RELABEL EXISTING BREAKER AS SPARE.
3. PROVIDE NEW BREAKER TO REFEED EXISTING EQUIPMENT.
4. PROVIDE UPDATED 'TYPEWRITTEN' PANEL DIRECTORY. DIRECTORY SHALL INCLUDE THE DATE ON WHICH THE DIRECTORY IS APPLIED AND WHERE THE PANEL IS FED FROM.
5. PROVIDE 24 VAC TRANSFORMER ABOVE CEILING FOR RPM10 PRESSURE MONITOR. COORDINATE FINAL REQUIREMENTS WITH MECHANICAL CONTRACTOR.
6. PROVIDE NEW SPARE BREAKER TO SERVE FUTURE EQUIPMENT.

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STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

ELECTRICAL LEGEND AND SCHEDULES

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	JK
REVIEWED BY:	NW
SCALE:	As indicated
PROJECT NO:	24049

E100

ELECTRICAL SPECIFICATION

PART 1 – GENERAL

1.1 INCLUDED

A. THIS SECTION COVERS ELECTRICAL WORK, COMPLETE. WORK INCLUDES FURNISHING, INSTALLING, CALIBRATING, ADJUSTING, TESTING, DOCUMENTING, AND STARTING UP EQUIPMENT IN ACCORDANCE WITH THESE SPECIFICATIONS, THE ACCOMPANYING PLANS, AND THE DIRECTIONS OF THE ENGINEER.

1.2 LICENSES, PERMITS, AND FEES

A. THE CONTRACTOR SHALL PROVIDE, PROCURE, AND PAY FOR ALL LICENSES, PERMITS, FEES, ETC. AS REQUIRED TO CARRY ON AND COMPLETE THEIR WORK.

1.3 CODES AND STANDARDS

A. ALL WORK SHALL BE DONE IN CODE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING SAFETY CODES, ORDINANCES, AND REGULATIONS. ADDITIONALLY, ALL WORK SHALL CONFORM TO THE LATEST EDITIONS OF THE FOLLOWING STANDARDS:

1. NATIONAL FIRE PROTECTION ASSOCIATION.
2. UNDERWRITERS LABORATORIES.
3. TITLES 8, 17, 19, 21, 24 OF THE CALIFORNIA CODE OF REGULATIONS.
4. CALIFORNIA ELECTRIC CODE.

B. WHEN THE CONTRACT DOCUMENTS CALL FOR MATERIALS OR CONSTRUCTION OF A HIGHER STANDARD THAN IS REQUIRED BY THE ABOVE, THE CONTRACT DOCUMENT REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS OF THE APPLICABLE LAWS, ORDINANCES, RULES, OR REGULATIONS. NOTHING IN THE CONTRACT DOCUMENTS SHALL BE INTERPRETED AS PERMITTING WORK IN VIOLATION OF SAID LAWS, RULES, AND/OR REGULATIONS.

C. THE CONTRACTOR FOR THIS WORK SHALL FURNISH, WITHOUT EXTRA CHARGE, ANY ADDITIONAL MATERIALS AND/OR LABOR AS MAY BE REQUIRED FOR COMPLIANCE WITH THESE LAWS, RULES, AND/OR REGULATIONS THOUGH SUCH MATERIALS AND/OR LABOR ARE NOT SPECIALLY SET FORTH IN THE CONTRACT DOCUMENTS.

1.4 LICENSING REQUIREMENTS

A. ALL WORK OF DIVISION 26 SHALL BE PERFORMED BY AN APPROPRIATELY LICENSED CONTRACTOR. THE LICENSES SHALL BE CURRENT, VALID THROUGH THE TERM OF THE CONTRACT AND IN THE NAME OF THE CONTRACTOR.

1.5 SUBMITTALS

A. GENERAL REQUIREMENTS
1. SUBMITTAL LISTS AND DRAWINGS SHALL INCLUDE IDENTIFYING MARKS ASSIGNED BY THE DRAWINGS AND SPECIFICATIONS.
2. REVIEW OF DRAWINGS AND OTHER MATERIAL SUBMITTED SHALL NOT BE CONSTRUED AS COMPLETE CHECK OR CONSTITUTE A WAIVER OF THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS, BUT WILL INDICATE THAT THE MATERIAL SUBMITTED IS ACCEPTABLE IN QUALITY AND UTILITY. THIS REVIEW SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO FIT THE PROPOSED MATERIALS TO THE SPACES PROVIDED, AND TO EFFECT NECESSARY REARRANGEMENTS OR CONSTRUCTION OF OTHER WORK.
3. ALL FIXTURES, MATERIALS, AND EQUIPMENT EQUAL IN QUALITY AND UTILITY TO THESE HEREIN MENTIONED WILL BE ACCEPTED. WHEN SPECIFIC NAMES ARE USED IN DESCRIBING FIXTURES, MATERIALS, AND EQUIPMENT THEY ARE MENTIONED AS STANDARDS ONLY, BUT THIS IMPLIES NO RIGHT ON THE PART OF THE CONTRACTOR TO USE OTHER FIXTURES, MATERIAL, AND EQUIPMENT OR METHODS, UNLESS APPROVED AS EQUAL IN QUALITY AND UTILITY BY THE ARCHITECT.
4. BEFORE ANY FIXTURES, MATERIALS, OR EQUIPMENT ARE PURCHASED, THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT FOR APPROVAL, A COMPLETE LIST OF MATERIALS, FIXTURES, AND EQUIPMENT, GIVING THE MANUFACTURER'S NAMES, CATALOG NUMBER, CAPACITY, SIZE, POWER REQUIREMENTS, ETC.
5. THE CONTRACTOR SHALL SUBMIT FOR THE APPROVAL OF THE ARCHITECT, SHOP DRAWINGS OF PROPOSED MATERIAL AND EQUIPMENT THAT DIFFER FROM THE SPECIFIED MATERIALS AND EQUIPMENT, AND OF ANY SPECIFIED MATERIALS AND EQUIPMENT WITH SPECIAL CONDITIONS AND/OR ARRANGEMENTS. THESE DRAWINGS SHALL SHOW NECESSARY MODIFICATIONS OF OWNER, PLUMBING, ELECTRICAL, AND MECHANICAL WORK REQUIRED BY THE PROPOSED MATERIALS AND EQUIPMENT.

B. SUBMITTAL - PRODUCT DATA
1. SUBMIT MANUFACTURER'S PRODUCT DATA FOR ALL ELECTRICAL EQUIPMENT, IN COMPLIANCE WITH SPECIFICATIONS.

C. COORDINATION/LAYOUT SHOP DRAWINGS
1. PREPARE COMPLETE CONSOLIDATED LAYOUT DRAWINGS FOR ALL NEW SYSTEMS, AND FOR EXISTING SYSTEMS THAT ARE IN THE SAME AREAS. SHOP DRAWINGS SHALL BE PREPARED USING AUTOCAD 2004 OR NEWER AND SHALL BE DRAWN AT A MINIMUM ¼" = 1' 0" SCALE. ALL DRAWINGS SHALL BE FULLY COORDINATED WITH HVAC, PLUMBING, FIRE PROTECTION, ELECTRICAL, STRUCTURAL, AND ARCHITECTURAL WORK.
2. CLEARLY IDENTIFY AND DIMENSION THE PROPOSED LOCATIONS OF THE PRINCIPAL ITEMS OF EQUIPMENT AND ADEQUATE CLEARANCE FOR ALL EQUIPMENT, PIPING, PUMPS, VALVES, AND OTHER ITEMS. PROVIDE DETAILED LAYOUT OF ALL PIPING SYSTEMS SHOWING THE PROPOSED ROUTES.
3. SHOW THE ACCESS MEANS FOR ALL ITEMS REQUIRING ACCESS FOR OPERATIONS AND MAINTENANCE.
4. SUBMIT SHOP DRAWINGS TO ARCHITECT FOR APPROVAL, PRIOR TO FABRICATION OR INSTALLATION OF ANY WORK. DO NOT INSTALL EQUIPMENT OR PIPING UNTIL LAYOUT DRAWINGS HAVE BEEN APPROVED. ANY WORK INSTALLED WITHOUT PRIOR SHOP DRAWING APPROVAL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE.

1.6 COOPERATION WITH OTHER TRADES

A. COOPERATE FULLY WITH OTHER TRADES DOING WORK ON THE PROJECT AS MAY BE NECESSARY FOR THE PROPER COMPLETION OF THE PROJECT. REFER TO THE STRUCTURAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR DETAILS OF THE BUILDING STRUCTURE AND EQUIPMENT INSTALLATION THAT WILL TEND TO OVERLAP, CONFLICT WITH OR REQUIRE COORDINATION WITH THE WORK OF THIS SECTION, AND SCHEDULE THIS WORK ACCORDINGLY.

B. ANY WORK DONE WITHOUT REGARD FOR OTHER TRADES SHALL BE MOVED, REPLACED, OR REDONE AS REQUIRED, WITHOUT EXTRA CHARGES TO OWNER.

1.7 DIVISION OF WORK BETWEEN DIVISIONS 23 AND 26

A. CLOSE COORDINATION BETWEEN THE ELECTRICAL AND MECHANICAL TRADES IS A PART OF THE WORK THAT IS REQUIRED BY THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR OMISSIONS BASED ON INCORRECTLY ASSUMING ANOTHER TRADE WILL BE PERFORMING YOUR WORK. CONFIRM YOUR SCOPE OF WORK WITH THE GENERAL CONTRACTOR.
THE DIVISION OF RESPONSIBILITIES BETWEEN TRADES SUPPLYING EQUIPMENT IN OTHER DIVISIONS MAY BE DIFFERENT. FOR INSTANCE, DIVISION 26 CONTRACTOR MAY BE REQUIRED TO SUPPLY DISCONNECT SWITCHES AND STARTERS FOR NON-HVAC MECHANICAL EQUIPMENT SUPPLIED UNDER OTHER DIVISIONS.

C. DIVISION 23 RESPONSIBILITIES

1. ASSUME RESPONSIBILITY FOR THE PROPER FUNCTIONING OF THE HVAC SYSTEMS IN THEIR ENTIRETY.
2. FURNISH AND INSTALL ALL CONDUCTORS AND CONDUIT REQUIRED FOR CONTROL OF HVAC EQUIPMENT.
3. MAKE ALL TERMINATIONS WITH THE EXCEPTION OF POWER CONDUCTORS.
4. FURNISH AND INSTALL ALL CONTROL PANELS AND DEVICES TO PROVIDE A COMPLETE AND FUNCTIONAL CONTROLS SYSTEM, INCLUDING ALL CONTROLS TRANSFORMERS.
5. FURNISH AND INSTALL MOTOR STARTERS FOR ALL EQUIPMENT SPECIFIED IN DIVISION 23.
6. INSTALL DUCT SMOKE DETECTORS FURNISHED BY FIRE ALARM CONTRACTOR IN BUILDINGS WITH FIRE ALARM SYSTEMS.
7. FURNISH AND INSTALL DUCT SMOKE DETECTORS IN BUILDINGS WITHOUT FIRE ALARM SYSTEMS.
8. FURNISH AND INSTALL ALL CONTROL CONDUCTORS AND CONDUIT CONNECTING DUCT SMOKE DETECTORS TO SMOKE DAMPERS AND FAN START CONTROLS.
9. ALL ELECTRICAL WORK PERFORMED UNDER DIVISION 23 SHALL CONFORM TO THE REQUIREMENTS OF DIVISION 26.

D. DIVISION 26 RESPONSIBILITIES

1. FURNISH AND INSTALL ALL RACEWAYS, CONDUIT, DISCONNECT SWITCHES, AND CONDUCTORS NECESSARY FOR ELECTRICAL POWER SUPPLY.
2. MAKE ALL POWER SUPPLY TERMINATIONS TO MOTORS, STARTERS, DISCONNECT SWITCHES, CONTROL TRANSFORMERS, AND OTHER MECHANICAL DEVICES.
3. FIRE ALARM CONTRACTOR TO FURNISH DUCT SMOKE DETECTORS IN BUILDINGS WITH FIRE ALARM SYSTEMS.
4. PROVIDE POWER TO ALL DUCT SMOKE DETECTORS AND SMOKE DAMPERS.
5. COORDINATE ALL WORK WITH MECHANICAL CONTRACTORS.

1.8 AS-BUILT DRAWINGS

A. A COMPLETE SET OF CONTRACT DRAWINGS SHALL BE MAINTAINED AT THE WORK SITE, AND ALL CHANGES IN THE WORK SHALL BE RECORDED ON THIS SET, ON A DAILY BASIS. THE FINAL AS-BUILT DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

1.9 DESIGN DRAWINGS

A. THE DRAWINGS INDICATE DIAGRAMMATICALLY THE GENERAL LAYOUT OF THE ELECTRICAL SYSTEMS AND OTHER RELATED WORK. FIELD VERIFICATION OF SCALED DIMENSIONS TAKEN FROM THE DRAWINGS IS REQUIRED.

B. THE CONTRACTOR SHALL REVIEW AND COMPARE THE ARCHITECTURAL, STRUCTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS AND ALL OWNER SUPPLIED EQUIPMENT DRAWINGS, AND ADJUST THEIR WORK TO BE IN CONFORMITY WITH THE CONDITIONS INDICATED THEREON. DISCREPANCIES BETWEEN DRAWINGS, BETWEEN DRAWINGS AND ACTUAL FIELD CONDITIONS, OR BETWEEN DRAWINGS AND SPECIFICATIONS, SHALL PROMPTLY BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR A DETERMINATION OF THE MODIFICATIONS TO BE EFFECTED. IN THE EVENT THAT A MAJOR MODIFICATION IS REQUIRED, A CHANGE ORDER WILL BE PREPARED.

1.10 VERIFICATION OF EXISTING CONDITIONS AND DEMOLITION

A. BEFORE INSTALLATION OF ANY NEW WORK, VERIFY THE LOCATION, SIZE, AND OTHER CONDITIONS AT ALL POINTS OF CONNECTION TO SERVICES OR OTHER EXISTING PIPING, AND AT ALL LOCATIONS WHERE NEW WORK WILL CROSS OR PASS NEAR EXISTING PIPING, ELECTRICAL, OR OTHER FACILITIES.

B. REMOVE CONDUIT, CONDUCTORS, WIRING DEVICES, FIXTURES, AND EQUIPMENT THAT ARE NOT TO REMAIN IN SERVICE AS SHOWN ON THE DRAWINGS OR AS REQUIRED. THIS INCLUDES THE REMOVAL OF ASSOCIATED APPURTENANCES AND SUPPORTS.

C. DELIVER REMOVED MATERIAL TO THE OWNER AS DIRECTED BY THE ARCHITECT. DISPOSE OF ALL OTHER REMOVED MATERIAL OFFSITE.

D. INFORMATION SHOWN RELATIVE TO EXISTING SERVICES IS BASED UPON AVAILABLE RECORDS AND DATA DURING PREPARATION OF THE DRAWINGS, BUT SHALL BE VERIFIED. MAKE REASONABLE DEVIATIONS FOUND NECESSARY TO CONFORM TO ACTUAL LOCATIONS AND CONDITIONS, WITHOUT EXTRA CHARGE.

1.11 OPERATING AND MAINTENANCE INSTRUCTIONS

A. FURNISH THREE SETS OF TYPEWRITTEN INSTRUCTIONS COVERING MAINTENANCE, ADJUSTMENT, AND OPERATION OF EACH PIECE OF APPARATUS, BOUND IN A HARD COVER LOOSE-LEAF BINDER. NEATLY OBSCURE OR CROSS OUT INAPPLICABLE DATA FROM MANUFACTURER'S LITERATURE. SUBMIT DATA TO THE ARCHITECT.

B. OPERATING INSTRUCTIONS SHALL SHOW SEQUENCE OF OPERATIONS, LUBRICATION, CARE, AND MAINTENANCE REQUIREMENTS OF ALL EQUIPMENT. FINAL ACCEPTANCE OF THE WORK WILL NOT BE MADE UNTIL A SATISFACTORY SUBMISSION OF THIS MATERIAL IS RECEIVED AND APPROVED BY THE ARCHITECT.

C. THE OWNER'S AUTHORIZED REPRESENTATIVE SHALL BE INSTRUCTED IN THE OPERATION AND SERVICING OF ALL POWER AND LIGHTING.

1.12 ACCURACY OF DATA

A. THE DATA GIVEN HEREIN AND ON THE DRAWINGS ARE AS EXACT AS COULD BE REASONABLY SECURED, BUT ABSOLUTE ACCURACY IS NOT GUARANTEED. EXACT LOCATIONS, DISTANCES, ELEVATIONS, ETC. WILL BE GOVERNED BY SHOP DRAWINGS, THE BUILDING ITSELF, AND ACTUAL FIELD CONDITIONS.

1.13 DELIVERY, STORAGE, AND HANDLING

A. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY, STORAGE, PROTECTION, AND PLACING OF ALL EQUIPMENT AND MATERIALS. CONTRACTOR SHALL PROTECT THE WORK AND MATERIALS FROM DAMAGE DURING CONSTRUCTION. EQUIPMENT STORED AT THE JOB SITE SHALL BE PROTECTED FROM DUST, WATER, OR OTHER DAMAGE, AND BE COVERED IF EQUIPMENT IS EXPOSED TO WEATHER. PROTECT INTERIORS OF NEW EQUIPMENT AND PIPING SYSTEMS AGAINST ENTRY OF FOREIGN MATTER. CLEAN BOTH INSIDE AND OUTSIDE BEFORE PAINTING OR PLACING EQUIPMENT IN OPERATION. ANY ITEMS DAMAGED SHALL BE REPAIRED OR REPLACED, AT NO ADDITIONAL COST TO THE OWNER.

1.14 WARRANTIES

A. EQUIPMENT WARRANTIES SHALL BE PROVIDED FOR ALL EQUIPMENT, WITH ALL NECESSARY INFORMATION FILLED IN, EXCEPT PURCHASE DATE, IN FAVOR OF THE OWNER.

B. THE CONTRACTOR SHALL GUARANTEE THAT ALL WORK UNDER THIS SECTION IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF FILING THE NOTICE OF COMPLETION. REPLACEMENT OF DEFECTIVE WORK AND DAMAGE CAUSED TO WORK OF OTHER TRADES AS A RESULT OF SUCH DEFECTIVE WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE MADE AT NO COST TO THE OWNER.

1.15 ALTERNATIVE MATERIALS AND METHODS

A. THESE PLANS AND SPECIFICATIONS DESCRIBE THE GENERAL SCOPE OF THE ELECTRICAL SYSTEMS. THESE PLANS AND SPECIFICATIONS DO NOT PRECLUDE THE SUBMITTAL OF ALTERNATIVE METHODS OR MATERIALS. MANUFACTURER'S NAMES AND CATALOG NUMBERS ARE STATED TO IDENTIFY THE TYPE AND QUALITY OF THE EQUIPMENT OR MATERIALS REQUIRED FOR THE PROJECT.

B. THE CONTRACTOR MAY SUBMIT SHOP DRAWINGS AND/OR TECHNICAL INFORMATION ON ALTERNATIVE EQUIPMENT, MATERIALS OR INSTALLATION DETAILS TO ACCOMPLISH THE INTENT OF THE PLANS AND SPECIFICATIONS. APPROVAL OF THE ALTERNATIVE EQUIPMENT, MATERIALS OR INSTALLATION DETAILS SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY FOR COMPLYING WITH THE INTENT OF THE PLANS AND SPECIFICATIONS. SUBMIT THE MANUFACTURERS' TECHNICAL INFORMATION, SHOP DRAWINGS, AND/OR WRITTEN DESCRIPTION OF ALTERNATIVE METHODS FOR EACH ITEM DESCRIBED BY MANUFACTURER'S NAME AND CATALOG NUMBER AND FOR EACH COMPONENT, EQUIPMENT, MATERIAL, OR INSTALLATION DETAIL REQUIRED.

1.16 SITE EXAMINATION

A. THOROUGHLY EXAMINE THE SITE AND VERIFY THE ACTUAL WORK CONDITIONS. NO EXTRA COMPENSATION WILL BE ALLOWED FOR EXPENSES DUE TO FAILURE TO DISCOVER SITE CONDITIONS WHICH AFFECT THE WORK.

PART 2 – PRODUCTS

2.1 GENERAL

A. UNLESS OTHERWISE INDICATED, PROVIDE ALL FIRST-QUALITY NEW MATERIALS, FREE FROM ANY DEFECTS, AND SUITABLE FOR THE INTENDED USE AND THE SPACE PROVIDED. PROVIDE MATERIALS APPROVED BY UL WHEREVER STANDARDS HAVE ITEMS NOT SPECIFICALLY SHOWN OR SPECIFIED WHICH ARE REQUIRED TO PROVIDE THE COMPLETE SYSTEMS SPECIFIED HEREIN. WHERE TWO OR MORE UNITS OF THE SAME CLASS OF MATERIAL PR EQUIPMENT ARE REQUIRED, PROVIDE PRODUCTS OF A SINGLE MANUFACTURER. COMPONENT PARTS OF MATERIALS OR EQUIPMENT NEED NOT BE PRODUCTS OF THE SAME MANUFACTURER.

B. EQUIPMENT FINISH: UNLESS OTHERWISE INDICATED, FINISH FOR ELECTRICAL EQUIPMENT AND ENCLOSURES SHALL BE MANUFACTURER'S STANDARD GRAY OR ANSI 61 GRAY OVER A PRIMER AND RUST INHIBITOR.

2.2 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

A. METAL CONDUITS AND FITTINGS
1. METAL CONDUIT:
   a. EMT: COMPLY WITH ANSI C80.3 AND UL 797.
   b. FMC: COMPLY WITH UL 1; ZINC-COATED STEEL.
   c. LFMC: FLEXIBLE STEEL CONDUIT WITH PVC JACKET AND COMPLYING WITH UL 360.

2. METAL FITTINGS
   a. COMPLY WITH NEMA FB 1 AND UL 514B.
   b. FITTINGS FOR EMT:
      - MATERIAL: STEEL.
      - TYPE: SETSCREW.
   c. EXPANSION FITTINGS: PVC OR STEEL TO MATCH CONDUIT TYPE, COMPLYING WITH UL 651, RATED FOR ENVIRONMENTAL CONDITIONS WHERE INSTALLED, AND INCLUDING FLEXIBLE EXTERNAL BONDING JUMPER.

B. NON-METALLIC CONDUITS AND FITTINGS
1. NONMETALLIC CONDUIT
   a. LFNC: COMPLY WITH UL 1660.

2. NONMETALLIC FITTINGS
   a. FITTINGS FOR LFNC: COMPLY WITH UL 514B.
   b. SOLVENTS AND ADHESIVES: AS RECOMMENDED BY CONDUIT MANUFACTURER.

C. BOXES, ENCLOSURES, AND CABINETS
1. GENERAL REQUIREMENTS FOR BOXES, ENCLOSURES, AND CABINETS: BOXES, ENCLOSURES, AND CABINETS INSTALLED IN WET LOCATIONS SHALL BE LISTED FOR USE IN WET LOCATIONS.
2. SHEET METAL OUTLET AND DEVICE BOXES: COMPLY WITH NEMA OS 1 AND UL 514A.
3. METAL FLOOR BOXES: RECTANGULAR, SHEET METAL, FULLY ADJUSTABLE, LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND APPLICATION.
4. LUMINAIRE OUTLET BOXES: NONADJUSTABLE, DESIGNED FOR ATTACHMENT OF LUMINAIRE WEIGHING 50 LB. OUTLET BOXES DESIGNED FOR ATTACHMENT OF LUMINAIRES WEIGHING MORE THAN 50 LB SHALL BE LISTED AND MARKED FOR THE MAXIMUM ALLOWABLE WEIGHT.
5. SMALL SHEET METAL PULL AND JUNCTION BOXES: NEMA OS 1.
6. DEVICE BOX DIMENSIONS: 4 INCHES SQUARE BY 2-1/8 INCHES DEEP

2.3 LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
A. COPPER BUILDING WIRE
1. DESCRIPTION: FLEXIBLE, INSULATED AND UNINSULATED, DRAWN COPPER CURRENT-CARRYING CONDUCTOR WITH AN OVERALL INSULATION LAYER OR JACKET, OR BOTH, RATED 600 V OR LESS.
2. STANDARDS:
   a. LISTED AND LABELED AS DEFINED IN CEC, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE.
   b. ROHS COMPLIANT.
   c. CONDUCTOR AND CABLE MARKING: COMPLY WITH WIRE AND CABLE MARKING ACCORDING TO UL'S "WIRE AND CABLE MARKING AND APPLICATION GUIDE."

3. CONDUCTORS: COPPER, COMPLYING WITH ASTM B3 FOR BARE ANNEALED COPPER AND WITH ASTM B8 FOR STRANDED CONDUCTORS.
4. CONDUCTOR INSULATION: TYPE THHN AND TYPE THWN-2: COMPLY WITH UL 83, 90ºC DRY OR 75ºC WET.

B. CONNECTORS AND SPLICES
1. DESCRIPTION: FACTORY-FABRICATED CONNECTORS, SPLICES, AND LUGS OF SIZE, AMPACITY RATING, MATERIAL TYPE, AND CLASS FOR APPLICATION AND SERVICE INDICATED; LISTED AND LABELED AS DEFINED IN CEC, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE.
2. JACKETED CABLE CONNECTORS: FOR STEEL AND ALUMINUM JACKETED CABLES, ZINC DIE-CAST WITH SET SCREWS, DESIGNED TO CONNECT CONDUCTORS SPECIFIED IN THIS SECTION.
3. LUGS: ONE-PIECE, SEAMLESS, DESIGNED TO TERMINATE CONDUCTORS SPECIFIED IN THIS SECTION.
   a. MATERIAL: COPPER.
   b. TYPE: TWO HOLE WITH STANDARD BARRELS.
   c. TERMINATION: COMPRESSION.

2.4 CONDUCTOR ACCESSORIES

A. LABELS
1. VINYL WRAPAROUND LABELS: PREPRINTED, FLEXIBLE LABELS LAMINATED WITH A CLEAR, WEATHER- AND CHEMICAL-RESISTANT COATING AND MATCHING WRAPAROUND CLEAR ADHESIVE TAPE FOR SECURING LABEL ENDS.
2. SELF-ADHESIVE LABELS: POLYESTER, THERMAL, TRANSFER-PRINTED, 3-MIL-THICK, MULTICOLOR, WEATHER- AND UV-RESISTANT, PRESSURE-SENSITIVE ADHESIVE LABELS, CONFIGURED FOR INTENDED USE AND LOCATION.
   a. MINIMUM NOMINAL SIZE:
      - 1-1/2 BY 6 INCHES FOR RACEWAY AND CONDUCTORS.
      - 3-1/2 BY 5 INCHES FOR EQUIPMENT.
      - AS REQUIRED BY AUTHORITIES HAVING JURISDICTION.

B. TAPE
1. GENERAL PURPOSE, FLAME RETARDANT: 7 MIL, VINYL PLASTIC, RATED FOR 90ºC MINIMUM, MEETING REQUIREMENTS OF UL 510.
2. FLAME RETARDANT, COLD AND WEATHER RESISTANT: 8.5 MIL, VINYL PLASTIC.

C. TAGS
1. NONMETALLIC PREPRINTED TAGS: POLYETHYLENE TAGS, 0.015 INCH THICK, COLOR-CODED FOR PHASE AND VOLTAGE LEVEL, WITH FACTORY SCREENED PERMANENT DESIGNATIONS; PUNCHED FOR USE WITH SELF-LOCKING CABLE TIE FASTENER.

D. SIGNS
1. BAKED-ENAMEL SIGNS:
   a. PREPRINTED ALUMINUM SIGNS, HIGH-INTENSITY REFLECTIVE, PUNCHED OR DRILLED FOR FASTENERS, WITH COLORS, LEGEND, AND SIZE REQUIRED FOR APPLICATION.
   b. 1/4-INCH GROMMETS IN CORNERS FOR MOUNTING.
   c. NOMINAL SIZE: 7 BY 10 INCHES.

E. CABLE TIES: NYLON, ADJUSTABLE, AND SELF-LOCKING.

2.5 WIRING DEVICES

A. GENERAL REQUIREMENTS
1. LISTED AND LABELED AS DEFINED IN NFPA 70, BY A QUALIFIED TESTING AGENCY, AND MARKED FOR INTENDED LOCATION AND USE.
2. COMPLY WITH NFPA 70.
3. ROHS COMPLIANT.
4. COMPLY WITH NEMA WD 1.
5. DEVICE COLOR: WHITE.
6. WALL PLATE COLOR: FOR PLASTIC COVERS, MATCH DEVICE COLOR.

B. WALL PLATES
1. SINGLE AND COMBINATION TYPES SHALL MATCH CORRESPONDING WIRING DEVICES.
   a. PLATE-SECURING SCREWS: METAL WITH HEAD COLOR TO MATCH PLATE FINISH.
   b. MATERIAL FOR FINISHED SPACES: SMOOTH, HIGH-IMPACT THERMOPLASTIC.
   c. MATERIAL FOR UNFINISHED SPACES: SMOOTH, HIGH-IMPACT THERMOPLASTIC.
   d. MATERIAL FOR DAMP LOCATIONS: THERMOPLASTIC WITH SPRING-LOADED LIFT COVER AND LISTED AND LABELED FOR USE IN WET AND DAMP LOCATIONS.

2. WET-LOCATION, WEATHERPROOF COVER PLATES: NEMA 250, COMPLYING WITH TYPE 3R, WEATHER-RESISTANT THERMOPLASTIC WITH LOCKABLE COVER.

2.6 PANELBOARDS

A. GENERAL REQUIREMENTS:
1. ENCLOSURES: FLUSH AND SURFACE-MOUNTED, DEAD-FRONT CABINETS.
   a. RATED FOR ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.
   b. AS INDICATED ON THE DRAWINGS.
2. HEIGHT: 84 INCHES MAXIMUM.
3. HINGED FRONT COVER: ENTIRE FRONT TRIM HINGED TO BOX AND WITH STANDARD DOOR WITHIN HINGED TRIM COVER. TRIMS SHALL COVER ALL LIVE PARTS AND SHALL HAVE NO EXPOSED HARDWARE.
4. FINISHES:
   a. PANELS AND TRIM: STEEL AND GALVANIZED STEEL, FACTORY FINISHED IMMEDIATELY AFTER CLEANING AND PRETREATING WITH MANUFACTURER'S STANDARD TWO-COAT, BAKED-ON FINISH CONSISTING OF PRIME COAT AND THERMOSETTING TOPCOAT.
   b. BACK BOXES: GALVANIZED STEEL.

5. INCOMING MAINS:
   a. LOCATION: CONVERTIBLE BETWEEN TOP AND BOTTOM.
   b. MAIN BREAKER: MAIN LUG INTERIORS UP TO 400 AMPERES SHALL BE FIELD CONVERTIBLE TO MAIN BREAKER.

6. PHASE, NEUTRAL, AND GROUND BUSES:
   a. MATERIAL: TIN-PLATED COPPER.
   b. INTERIORS SHALL BE FACTORY ASSEMBLED INTO A UNIT. REPLACING SWITCHING AND PROTECTIVE DEVICES SHALL NOT DISTURB ADJACENT UNITS OR REQUIRE REMOVING THE MAIN BUS CONNECTORS.
   c. EQUIPMENT GROUND BUS: ADEQUATE FOR FEEDER AND BRANCH-CIRCUIT EQUIPMENT GROUNDING CONDUCTORS; BONDED TO BOX.
   d. FULL-SIZED NEUTRAL: EQUIPPED WITH FULL-CAPACITY BONDING STRAP FOR SERVICE ENTRANCE APPLICATIONS. MOUNT ELECTRICALLY ISOLATED FROM ENCLOSURE. DO NOT MOUNT NEUTRAL BUS IN GUTTER.

7. CONDUCTOR CONNECTORS: SUITABLE FOR USE WITH CONDUCTOR MATERIAL AND SIZES.
   a. MATERIAL: TIN-PLATED COPPER.
   b. TERMINATIONS SHALL ALLOW USE OF 75 DEG C RATED CONDUCTORS WITHOUT DERATING.
   c. SIZE: LUGS SUITABLE FOR INDICATED CONDUCTOR SIZES, WITH ADDITIONAL GUTTER SPACE, IF REQUIRED, FOR LARGER CONDUCTORS.
   d. MAIN AND NEUTRAL LUGS: COMPRESSION TYPE, WITH A LUG ON THE NEUTRAL BAR FOR EACH POLE IN THE PANELBOARD.
   e. GROUND LUGS AND BUS-CONFIGURED TERMINATORS: COMPRESSION TYPE, WITH A LUG ON THE BAR FOR EACH POLE IN THE PANELBOARD.

8. PANELBOARD SHORT-CIRCUIT CURRENT RATING: FULLY RATED TO INTERRUPT SYMMETRICAL SHORT-CIRCUIT CURRENT AVAILABLE AT TERMINALS. ASSEMBLY LISTED BY AN NRTL FOR 100 PERCENT INTERRUPTING CAPACITY.
   a. PANELBOARDS AND OVERCURRENT PROTECTIVE DEVICES RATED 240 V OR LESS SHALL HAVE SHORT- CIRCUIT RATINGS AS SHOWN ON DRAWINGS, BUT NOT LESS THAN 10,000 A RMS SYMMETRICAL.

B. BRANCH CIRCUIT PANELBOARDS
1. PANELBOARDS: NEMA PB 1, LIGHTING AND APPLIANCE BRANCH-CIRCUIT TYPE.
2. MAINS: CIRCUIT BREAKER OR LUGS ONLY.
3. BRANCH OVERCURRENT PROTECTIVE DEVICES: BOLT-ON CIRCUIT BREAKERS, REPLACEABLE WITHOUT DISTURBING ADJACENT UNITS.
4. DOORS: DOOR-IN-DOOR CONSTRUCTION WITH CONCEALED HINGES; SECURED WITH MULTIPOINT LATCH WITH TUMBLER LOCK; KEYED ALIKE. OUTER DOOR SHALL PERMIT FULL ACCESS TO THE PANEL INTERIOR. INNER DOOR SHALL PERMIT ACCESS TO BREAKER OPERATING HANDLES AND LABELING, BUT CURRENT CARRYING TERMINALS AND BUS SHALL REMAIN CONCEALED.

2.7 CIRCUIT BREAKERS

A. COMPLY WITH UL 489, WITH INTERRUPTING CAPACITY TO MEET AVAILABLE FAULT CURRENTS.

B. THERMAL-MAGNETIC CIRCUIT BREAKERS: INVERSE TIME-CURRENT ELEMENT FOR LOW-LEVEL OVERLOADS AND INSTANTANEOUS MAGNETIC TRIP ELEMENT FOR SHORT CIRCUITS. ADJUSTABLE MAGNETIC TRIP SETTING FOR CIRCUIT-BREAKER FRAME SIZES 250 A AND LARGER.

C. ADJUSTABLE INSTANTANEOUS-TRIP CIRCUIT BREAKERS: MAGNETIC TRIP ELEMENT WITH FRONT-MOUNTED, FIELD-ADJUSTABLE TRIP SETTING.

D. MCCB FEATURES AND ACCESSORIES:
1. STANDARD FRAME SIZES, TRIP RATINGS, AND NUMBER OF POLES.
2. LUGS: MECHANICAL STYLE, SUITABLE FOR NUMBER, SIZE, TRIP RATINGS, AND CONDUCTOR MATERIAL.
3. APPLICATION LISTING: APPROPRIATE FOR APPLICATION.
4. GROUND-FAULT PROTECTION: INTEGRALLY MOUNTED RELAY AND TRIP UNIT WITH ADJUSTABLE PICKUP AND TIME-DELAY SETTINGS, PUSH-TO-TEST FEATURE, AND GROUND-FAULT INDICATOR

2.8 ENCLOSED SWITCHES

A. NON-FUSIBLE SWITCHES
1. TYPE HD, HEAVY DUTY, SINGLE THROW, THREE-POLE, 600V AC, 1200A AND SMALLER, HORSEPOWER RATED.
2. UL 98 AND NEMA KS 1.
3. LOCKABLE HANDLE WITH CAPABILITY TO ACCEPT THREE PADLOCKS, AND INTERLOCKED WITH COVER IN THE CLOSED POSITION.

B. ACCESSORIES
1. EQUIPMENT GROUND KIT: INTERNALLY MOUNTED AND LABELED FOR COPPER AND ALUMINUM GROUND CONDUCTORS.
2. NEUTRAL KIT: INTERNALLY MOUNTED; INSULATED, CAPABLE OF BEING GROUNDED AND BONDED; LABELED FOR COPPER AND ALUMINUM NEUTRAL CONDUCTORS.

A. ENCLOSURES
1. ENCLOSED SWITCHES AND CIRCUIT BREAKERS: UL 489, NEMA KS 1, NEMA 250, AND UL 50, TO COMPLY WITH ENVIRONMENTAL CONDITIONS AT INSTALLED LOCATION.

PART 3 - EXECUTION

3.1 PROTECTION AND CLEANUP

A. PROTECTION AND RESTORATION: SUITABLY PROTECT EQUIPMENT PROVIDED UNDER THIS DIVISION DURING CONSTRUCTION. RESTORE DAMAGED SURFACES AND ITEMS TO "LIKE NEW" CONDITION BEFORE A REQUEST FOR SUBSTANTIAL COMPLETION INSPECTION.

B. HANDLING: MATERIALS SHALL BE PROPERLY PROTECTED AND RACEWAY OPENINGS SHALL BE TEMPORARILY CLOSED BY THE CONTRACTOR TO PREVENT OBSTRUCTION AND DAMAGE. POST NOTICE PROHIBITING THE USE OF SYSTEMS PROVIDED UNDER THIS CONTRACT, PRIOR TO COMPLETION OF WORK AND ACCEPTANCE OF SYSTEMS BY THE OWNER'S REPR

ELECTRICAL SPECIFICATION

16. RACEWAYS EMBEDDED IN SLABS:
    a. RUN CONDUIT LARGER THAN 1-INCH TRADE SIZE, PARALLEL OR AT RIGHT ANGLES TO MAIN REINFORCEMENT. WHERE AT RIGHT ANGLES TO REINFORCEMENT, PLACE CONDUIT CLOSE TO SLAB SUPPORT. SECURE RACEWAYS TO REINFORCEMENT AT MAXIMUM 10-FOOT INTERVALS.
    b. ARRANGE RACEWAYS TO CROSS BUILDING EXPANSION JOINTS AT RIGHT ANGLES WITH EXPANSION FITTINGS.
    c. ARRANGE RACEWAYS TO KEEP A MINIMUM OF 1 INCH OF CONCRETE COVER IN ALL DIRECTIONS.
    d. DO NOT EMBED THREADLESS FITTINGS IN CONCRETE UNLESS SPECIFICALLY APPROVED BY ARCHITECT FOR EACH SPECIFIC LOCATION.
17. STUB-UPS TO ABOVE RECESSED CEILINGS:
    a. USE EMT OR RMC FOR RACEWAYS.
    b. USE A CONDUIT BUSHING OR INSULATED FITTING TO TERMINATE STUB-UPS NOT TERMINATED IN HUBS OR IN AN ENCLOSURE.

18. THREADED CONDUIT JOINTS, EXPOSED TO WET, DAMP, CORROSIVE, OR OUTDOOR CONDITIONS: APPLY LISTED COMPOUND TO THREADS OF RACEWAY AND FITTINGS BEFORE MAKING UP JOINTS. FOLLOW COMPOUND MANUFACTURER'S WRITTEN INSTRUCTIONS.
19. COAT FIELD-CUT THREADS ON PVC-COATED RACEWAY WITH A CORROSION-PREVENTING CONDUCTIVE COMPOUND PRIOR TO ASSEMBLY.
20. TERMINATE THREADED CONDUITS INTO THREADED HUBS OR WITH LOCKNUTS ON INSIDE AND OUTSIDE OF BOXES OR CABINETS. INSTALL BUSHINGS ON CONDUITS UP TO 1-1/4-INCH TRADE SIZE AND INSULATED THROAT METAL BUSHINGS ON 1-1/2-INCH TRADE SIZE AND LARGER CONDUITS TERMINATED WITH LOCKNUTS. INSTALL INSULATED THROAT METAL GROUNDING BUSHINGS ON SERVICE CONDUITS.
21. INSTALL RACEWAYS SQUARE TO THE ENCLOSURE AND TERMINATE AT ENCLOSURES WITH LOCKNUTS. INSTALL LOCKNUTS HAND TIGHT PLUS 1/4 TURN MORE.
22. DO NOT RELY ON LOCKNUTS TO PENETRATE NONCONDUCTIVE COATINGS ON ENCLOSURES. REMOVE COATINGS IN THE LOCKNUT AREA PRIOR TO ASSEMBLING CONDUIT TO ENCLOSURE TO ASSURE A CONTINUOUS GROUND PATH.
23. CUT CONDUIT PERPENDICULAR TO THE LENGTH. FOR CONDUITS 2-INCH TRADE SIZE AND LARGER, USE ROLL CUTTER OR A GUIDE TO MAKE CUT STRAIGHT AND PERPENDICULAR TO THE LENGTH.
24. INSTALL PULL WIRES IN EMPTY RACEWAYS. USE POLYPROPYLENE OR MONOFILAMENT PLASTIC LINE WITH NOT LESS THAN 200-LB TENSILE STRENGTH. LEAVE AT LEAST 12 INCHES OF SLACK AT EACH END OF PULL WIRE. CAP UNDERGROUND RACEWAYS DESIGNATED AS SPARE ABOVE GRADE ALONGSIDE RACEWAYS IN USE.
25. INSTALL RACEWAY SEALING FITTINGS AT ACCESSIBLE LOCATIONS ACCORDING TO NFPA 70 AND FILL THEM WITH LISTED SEALING COMPOUND. FOR CONCEALED RACEWAYS, INSTALL EACH FITTING IN A FLUSH STEEL BOX WITH A BLANK COVER PLATE HAVING A FINISH SIMILAR TO THAT OF ADJACENT PLATES OR SURFACES. INSTALL RACEWAY SEALING FITTINGS ACCORDING TO NFPA 70.
26. INSTALL DEVICES TO SEAL RACEWAY INTERIORS AT ACCESSIBLE LOCATIONS. LOCATE SEALS SO NO FITTINGS OR BOXES ARE BETWEEN THE SEAL AND THE FOLLOWING CHANGES OF ENVIRONMENTS. SEAL THE INTERIOR OF ALL RACEWAYS AT THE FOLLOWING POINTS:
    a. WHERE CONDUITS PASS FROM WARM TO COLD LOCATIONS, SUCH AS BOUNDARIES OF REFRIGERATED SPACES.
    b. WHERE AN UNDERGROUND SERVICE RACEWAY ENTERS A BUILDING OR STRUCTURE.
    c. CONDUIT EXTENDING FROM INTERIOR TO EXTERIOR OF BUILDING.
    d. CONDUIT EXTENDING INTO PRESSURIZED DUCT AND EQUIPMENT.
    e. CONDUIT EXTENDING INTO PRESSURIZED ZONES THAT ARE AUTOMATICALLY CONTROLLED TO MAINTAIN DIFFERENT PRESSURE SET POINTS.
    f. WHERE OTHERWISE REQUIRED BY NFPA 70.

27. COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS FOR SOLVENT WELDING RNC AND FITTINGS.

28. EXPANSION-JOINT FITTINGS:
    a. INSTALL IN EACH RUN OF ABOVEGROUND RNC THAT IS LOCATED WHERE ENVIRONMENTAL TEMPERATURE CHANGE MAY EXCEED 30 DEG F AND THAT HAS STRAIGHT-RUN LENGTH THAT EXCEEDS 25 FEET. INSTALL IN EACH RUN OF ABOVEGROUND RMC AND EMT CONDUIT THAT IS LOCATED WHERE ENVIRONMENTAL TEMPERATURE CHANGE MAY EXCEED 100 DEG F AND THAT HAS A STRAIGHT-RUN LENGTH THAT EXCEEDS 100 FEET.
    b. INSTALL TYPE AND QUANTITY OF FITTINGS THAT ACCOMMODATE TEMPERATURE CHANGE LISTED FOR EACH OF THE FOLLOWING LOCATIONS:
        - OUTDOOR LOCATIONS NOT EXPOSED TO DIRECT SUNLIGHT: 125 DEG F TEMPERATURE CHANGE.
        - OUTDOOR LOCATIONS EXPOSED TO DIRECT SUNLIGHT: 155 DEG F TEMPERATURE CHANGE.
        - INDOOR SPACES CONNECTED WITH OUTDOORS WITHOUT PHYSICAL SEPARATION: 125 DEG F TEMPERATURE CHANGE.
        - ATTICS: 135 DEG F TEMPERATURE CHANGE.
    c. INSTALL EXPANSION FITTINGS AT ALL LOCATIONS WHERE CONDUITS CROSS BUILDING OR STRUCTURE EXPANSION JOINTS.
    d. INSTALL EACH EXPANSION-JOINT FITTING WITH POSITION, MOUNTING, AND PISTON SETTING SELECTED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS FOR CONDITIONS AT SPECIFIC LOCATION AT TIME OF INSTALLATION. INSTALL CONDUIT SUPPORTS TO ALLOW FOR EXPANSION MOVEMENT.
    e. PROVIDE EXPANSION/DEFLECTION FITTING PER NEC 300.4 (H) WHERE RACEWAY CROSSES STRUCTURAL JOINT INTENDED FOR EXPANSION/CONTRACTION/DEFLECTION TO ACCOMMODATE HORIZONTAL AND VERTICAL MOVEMENT.

29. FLEXIBLE CONDUIT CONNECTIONS: COMPLY WITH NEMA RV 3. USE A MAXIMUM OF 36 INCHES OF FLEXIBLE CONDUIT FOR RECESSED AND SEMI-RECESSED LUMINAIRES, EQUIPMENT SUBJECT TO VIBRATION, NOISE TRANSMISSION, OR MOVEMENT; AND FOR TRANSFORMERS AND MOTORS.
    a. USE LFMC IN DAMP OR WET LOCATIONS SUBJECT TO SEVERE PHYSICAL DAMAGE.
    b. USE LFMC OR LFNC IN DAMP OR WET LOCATIONS NOT SUBJECT TO SEVERE PHYSICAL DAMAGE.

30. HORIZONTALLY SEPARATE BOXES MOUNTED ON OPPOSITE SIDES OF WALLS SO THEY ARE NOT IN THE SAME VERTICAL CHANNEL.

31. LOCATE BOXES SO THAT COVER OR PLATE WILL NOT SPAN DIFFERENT BUILDING FINISHES.

32. SUPPORT BOXES OF THREE GANGS OR MORE FROM MORE THAN ONE SIDE BY SPANNING TWO FRAMING MEMBERS OR MOUNTING ON BRACKETS SPECIFICALLY DESIGNED FOR THE PURPOSE.

33. FASTEN JUNCTION AND PULL BOXES TO OR SUPPORT FROM BUILDING STRUCTURE. DO NOT SUPPORT BOXES BY CONDUITS.

A. INSTALLATION OF UNDERGROUND CONDUIT
    1. DIRECT-BURIED CONDUIT
        a. EXCAVATE TRENCH BOTTOM TO PROVIDE FIRM AND UNIFORM SUPPORT FOR CONDUIT.
        b. AFTER INSTALLING CONDUIT, BACKFILL AND COMPACT. START AT TIE-IN POINT, AND WORK TOWARD END OF CONDUIT RUN, LEAVING CONDUIT AT END OF RUN FREE TO MOVE WITH EXPANSION AND CONTRACTION AS TEMPERATURE CHANGES DURING THIS PROCESS. FIRMLY HAND TAMP BACKFILL AROUND CONDUIT TO PROVIDE MAXIMUM SUPPORTING STRENGTH. AFTER PLACING CONTROLLED BACKFILL TO WITHIN 12 INCHES OF FINISHED GRADE, MAKE FINAL CONDUIT CONNECTION AT END OF RUN AND COMPLETE BACKFILLING WITH NORMAL COMPACTION.
        c. INSTALL MANUFACTURED DUCT ELBOWS FOR STUB-UPS AT POLES AND EQUIPMENT AND AT BUILDING ENTRANCES THROUGH FLOOR UNLESS OTHERWISE INDICATED. ENCASE ELBOWS FOR STUB-UP DUCTS THROUGHOUT LENGTH OF ELBOW.
        d. INSTALL MANUFACTURED RIGID STEEL CONDUIT ELBOWS FOR STUB-UPS AT POLES AND EQUIPMENT AND AT BUILDING ENTRANCES THROUGH FLOOR.
            - COUPLE STEEL CONDUITS TO DUCTS WITH ADAPTERS DESIGNED FOR THIS PURPOSE, AND ENCASE COUPLING WITH 3 INCHES OF CONCRETE FOR A MINIMUM OF 12 INCHES ON EACH SIDE OF THE COUPLING.
            - FOR STUB-UPS AT EQUIPMENT MOUNTED ON OUTDOOR CONCRETE BASES AND WHERE CONDUITS PENETRATE BUILDING FOUNDATIONS, EXTEND STEEL CONDUIT HORIZONTALLY A MINIMUM OF 60 INCHES FROM EDGE OF FOUNDATION OR EQUIPMENT BASE. INSTALL INSULATED GROUNDING BUSHINGS ON TERMINATIONS AT EQUIPMENT.
        e. WARNING PLANKS: BURY WARNING PLANKS APPROXIMATELY 12 INCHES ABOVE DIRECT-BURIED CONDUITS BUT A MINIMUM OF 6 INCHES BELOW GRADE. ALIGN PLANKS ALONG CENTERLINE OF CONDUIT.

B. INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES
    1. INSTALL HANDHOLES AND BOXES LEVEL AND PLUMB AND WITH ORIENTATION AND DEPTH COORDINATED WITH CONNECTING CONDUITS TO MINIMIZE BENDS AND DEFLECTIONS REQUIRED FOR PROPER ENTRANCES.
    2. UNLESS OTHERWISE INDICATED, SUPPORT UNITS ON A LEVEL BED OF CRUSHED STONE OR GRAVEL, GRADED FROM 1/2-INCH SIEVE TO NO. 4 SIEVE AND COMPACTED TO SAME DENSITY AS ADJACENT UNDISTURBED EARTH.
    3. ELEVATION: IN PAVED AREAS, SET SO COVER SURFACE WILL BE FLUSH WITH FINISHED GRADE. SET COVERS OF OTHER ENCLOSURES 1 INCH ABOVE FINISHED GRADE.
    4. INSTALL REMOVABLE HARDWARE, INCLUDING PULLING EYES, CABLE STANCHIONS, CABLE ARMS, AND INSULATORS, AS REQUIRED FOR INSTALLATION AND SUPPORT OF CABLES AND CONDUCTORS AND AS INDICATED. SELECT ARM LENGTHS TO BE LONG ENOUGH TO PROVIDE SPARE SPACE FOR FUTURE CABLES BUT SHORT ENOUGH TO PRESERVE ADEQUATE WORKING CLEARANCES IN ENCLOSURE.
        a. FIELD-CUT OPENINGS FOR CONDUITS ACCORDING TO ENCLOSURE MANUFACTURER'S WRITTEN INSTRUCTIONS. CUT WALL OF ENCLOSURE WITH A TOOL DESIGNED FOR MATERIAL TO BE CUT. SIZE HOLES FOR TERMINATING FITTINGS TO BE USED, AND SEAL AROUND PENETRATIONS AFTER FITTINGS ARE INSTALLED.

3.6 METHODS FOR CONDUCTOR INSTALLATION

A. MATERIALS APPLICATIONS
    1. FEEDERS: COPPER; SOLID FOR NO. 10 AWG AND SMALLER; STRANDED FOR NO. 8 AWG AND LARGER.
    2. BRANCH CIRCUITS: COPPER. SOLID FOR NO. 12 AWG AND SMALLER; STRANDED FOR NO. 10 AWG AND LARGER.

B. CONDUCTOR INSULATION AND WIRING METHODS
    1. SERVICE ENTRANCE: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY.
    2. FEEDERS; EXPOSED OR CONCEALED: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY. BRANCH CIRCUITS; EXPOSED OR CONCEALED: TYPE THHN/THWN-2, SINGLE CONDUCTORS IN RACEWAY.

C. INSTALLATION OF CONDUCTORS AND CABLES
    1. CONCEAL CABLES IN FINISHED WALLS, CEILINGS, AND FLOORS UNLESS OTHERWISE INDICATED.
    2. USE MANUFACTURER-APPROVED PULLING COMPOUND OR LUBRICANT WHERE NECESSARY; COMPOUND USED MUST NOT DETERIORATE CONDUCTOR OR INSULATION. DO NOT EXCEED MANUFACTURER'S RECOMMENDED MAXIMUM PULLING TENSIONS AND SIDEWALL PRESSURE VALUES.
    3. USE PULLING MEANS, INCLUDING FISH TAPE, CABLE, ROPE, AND BASKET-WEAVE WIRE/CABLE GRIPS THAT WILL NOT DAMAGE CABLES OR RACEWAY.
    4. INSTALL EXPOSED CABLES PARALLEL AND PERPENDICULAR TO SURFACES OF EXPOSED STRUCTURAL MEMBERS, AND FOLLOW SURFACE CONTOURS WHERE POSSIBLE.

D. CONNECTIONS
    1. TIGHTEN ELECTRICAL CONNECTORS AND TERMINALS ACCORDING TO MANUFACTURER'S PUBLISHED TORQUE- TIGHTENING VALUES. IF MANUFACTURER'S TORQUE VALUES ARE NOT INDICATED, USE THOSE SPECIFIED IN UL 486A-486B.
    2. MAKE SPLICES, TERMINATIONS, AND TAPS THAT ARE COMPATIBLE WITH CONDUCTOR MATERIAL AND THAT POSSESS EQUIVALENT OR BETTER MECHANICAL STRENGTH AND INSULATION RATINGS THAN UNSPLICED CONDUCTORS.
    3. USE OXIDE INHIBITOR IN EACH SPLICE, TERMINATION, AND TAP FOR ALUMINUM CONDUCTORS.
    4. WIRING AT OUTLETS: INSTALL CONDUCTOR AT EACH OUTLET, WITH AT LEAST 12 INCHES OF SLACK.

E. COLOR-CODING FOR PHASE- AND VOLTAGE-LEVEL IDENTIFICATION, 600 V OR LESS: USE COLORS LISTED BELOW FOR UNGROUNDED SERVICE FEEDER AND BRANCH-CIRCUIT CONDUCTORS.
    1. COLOR SHALL BE FACTORY APPLIED OR FIELD APPLIED FOR SIZES LARGER THAN NO. 8 AWG IF AUTHORITIES HAVING JURISDICTION PERMIT.
    2. COLORS FOR 208/120-V CIRCUITS:
        a. PHASE A: BLACK.
        b. PHASE B: RED.
        c. PHASE C: BLUE.
    3. COLOR FOR NEUTRAL: WHITE.
    4. COLOR FOR EQUIPMENT GROUNDS: BARE COPPER.
    5. COLORS FOR ISOLATED GROUNDS: GREEN WITH WHITE STRIPE.

3.7 GROUNDING

A. UNLESS OTHERWISE INDICATED, GROUND ALL EXPOSED NON-CURRENT-CARRYING METALLIC PARTS OF ELECTRICAL EQUIPMENT, RACEWAY SYSTEMS, AND THE NEUTRAL OF ALL WIRING SYSTEMS IN ACCORDANCE WITH THE CEC, STATE, AND OTHER APPLICABLE LAWS AND REGULATIONS.

3.8 SUPPORTS AND HANGERS

A. ALL HANGERS, SUPPORTS, AND ATTACHMENTS TO THE STRUCTURE MUST BE CAPABLE OF WITHSTANDING THREE TIMES THE ANTICIPATED LOAD.

3.9 FIELD QUALITY CONTROL

A. PERFORM THE FOLLOWING TEST AND INSPECTIONS:
    1. CONDUCTORS AND CABLES #6 AND LARGER:
        a. INSPECT FOR PHYSICAL DAMAGE.
        b. INSPECT FOR CORRECT IDENTIFICATION.
        c. TEST BOLTED CONNECTIONS FOR HIGH RESISTANCE USING A LOW-RESISTANCE OHMMETER.
        d. TEST INSULATION RESISTANCE ON EACH CONDUCTOR FOR GROUND AND ADJACENT CONDUCTORS.
            - APPLY A POTENTIAL OF 500V DC FOR 300V RATED CABLES FOR A ONE-MINUTE DURATION.
            - APPLY A POTENTIAL OF 1000V DC FOR 600V RATED CABLES FOR A ONE-MINUTE DURATION.
        e. TEST CONDUCTORS FOR CONTINUITY.
        f. TEST PARALLEL CONDUCTORS FOR UNIFORM RESISTANCE.

    2. GROUNDING AND BONDING
        a. AFTER INSTALLING GROUNDING SYSTEM BUT BEFORE PERMANENT ELECTRICAL CIRCUITS HAVE BEEN ENERGIZED, TEST FOR COMPLIANCE WITH REQUIREMENTS.
        b. INSPECT PHYSICAL AND MECHANICAL CONDITION. VERIFY TIGHTNESS OF ACCESSIBLE, BOLTED, ELECTRICAL CONNECTIONS WITH A CALIBRATED TORQUE WRENCH ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
        c. REPORT MEASURED GROUND RESISTANCES THAT EXCEED THE FOLLOWING VALUES:
            - POWER AND LIGHTING EQUIPMENT OR SYSTEM WITH CAPACITY OF 500 KVA AND LESS:10 OHMS.
            - POWER AND LIGHTING EQUIPMENT OR SYSTEM WITH CAPACITY OF 500 TO 1000 KVA: 5 OHMS.
            - POWER AND LIGHTING EQUIPMENT OR SYSTEM WITH CAPACITY MORE THAN 1000 KVA: 3 OHMS.
            - POWER DISTRIBUTION UNITS OR PANELBOARDS SERVING ELECTRONIC EQUIPMENT: 3 OHM(S).
        d. EXCESSIVE GROUND RESISTANCE: IF RESISTANCE TO GROUND EXCEEDS SPECIFIED VALUES, NOTIFY ARCHITECT PROMPTLY AND INCLUDE RECOMMENDATIONS TO REDUCE GROUND RESISTANCE.

    3. WIRING DEVICES
        a. LINE VOLTAGE: ACCEPTABLE RANGE IS 105 TO 132 V.
        b. PERCENT VOLTAGE DROP UNDER 15-A LOAD: A VALUE OF 6 PERCENT OR HIGHER IS UNACCEPTABLE.
        c. GFCI TRIP: TEST FOR TRIPPING VALUES SPECIFIED IN UL 1436 AND UL 943.
        d. USING THE TEST PLUG, VERIFY THAT THE DEVICE AND ITS OUTLET BOX ARE SECURELY MOUNTED.
        e. TESTS SHALL BE DIAGNOSTIC, INDICATING DAMAGED CONDUCTORS, HIGH RESISTANCE AT THE CIRCUIT BREAKER, POOR CONNECTIONS, INADEQUATE FAULT-CURRENT PATH, DEFECTIVE DEVICES, OR SIMILAR PROBLEMS. CORRECT CIRCUIT CONDITIONS, REMOVE MALFUNCTIONING UNITS AND REPLACE WITH NEW AND RETEST AS SPECIFIED ABOVE.

    4. SWITCHES AND MOLDED CASE CIRCUIT BREAKERS
        a. VISUAL AND MECHANICAL INSPECTION
            - INSPECT PHYSICAL AND MECHANICAL CONDITION.
            - INSPECT ANCHORAGE, ALIGNMENT, GROUNDING, AND CLEARANCES.
            - VERIFY MECHANICAL OPERATION INCLUDING BLADE ALIGNMENT, BLADE PENETRATION, TRAVEL STOPS, AND LUBRICATION OF MOVING PARTS.
            - VERIFY THAT FUSE SIZES AND TYPES MATCH THE SPECIFICATIONS AND DRAWINGS.
        b. ELECTRICAL TESTS
            - PERFORM RESISTANCE MEASUREMENTS THROUGH BOLTED CONNECTIONS WITH A LOW-RESISTANCE OHMMETER. COMPARE BOLTED CONNECTION RESISTANCE VALUES TO VALUES OF SIMILAR CONNECTIONS. INVESTIGATE VALUES THAT DEVIATE FROM ADJACENT POLES OR SIMILAR SWITCHES BY MORE THAN 50 PERCENT OF THE LOWEST VALUE.
            - PERFORM INSULATION-RESISTANCE TESTS FOR ONE MINUTE ON EACH POLE, PHASE-TO-PHASE AND PHASE-TO-GROUND WITH SWITCH CLOSED, AND ACROSS EACH OPEN POLE. APPLY VOLTAGE IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED DATA. IN THE ABSENCE OF MANUFACTURER'S PUBLISHED DATA, USE TABLE 100.1 FROM THE NETA ATS. INVESTIGATE VALUES OF INSULATION RESISTANCE LESS THAN THOSE PUBLISHED IN TABLE 100.1 OR AS RECOMMENDED IN MANUFACTURER'S PUBLISHED DATA.
            - MEASURE FUSE RESISTANCE. INVESTIGATE FUSE-RESISTANCE VALUES THAT DEVIATE FROM EACH OTHER BY MORE THAN 15 PERCENT.

3.10 CLEAN UP

A. UPON COMPLETION OF THE WORK OF THIS SECTION, REMOVE ALL MATERIAL, DEBRIS, AND EQUIPMENT ASSOCIATED WITH OR USED IN THE PERFORMANCE OF THIS WORK.

END OF SECTION

FRONTIER
CONSULTING ENGINEERS
2727 Bechelli Lane - Redding, CA 96002
Ph: (530) 232-6160 - www.frontierce.com

ALL IDEAS, DESIGNS, AND PLANS REPRESENTED BY THIS DRAWING ARE THE EXCLUSIVE PROPERTY OF FRONTIER CONSULTING ENGINEERS, INC. AND SHALL NOT BE REPRODUCED WITHOUT PRIOR WRITTEN PERMISSION. ANY UNAUTHORIZED REUSE OF THIS DRAWING SHEET OTHER THAN FOR THE PROJECT AND LOCATION SHOWN IS PROHIBITED.

LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
NATHANIEL J. WARREN
No. E25042
EXP. 06-30-2026
ELECTRICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

ELECTRICAL SPECIFICATIONS

ISSUED FOR:

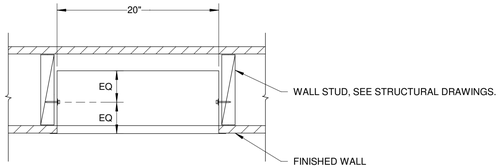
CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	JK
REVIEWED BY:	NW
SCALE:	
PROJECT NO:	24049

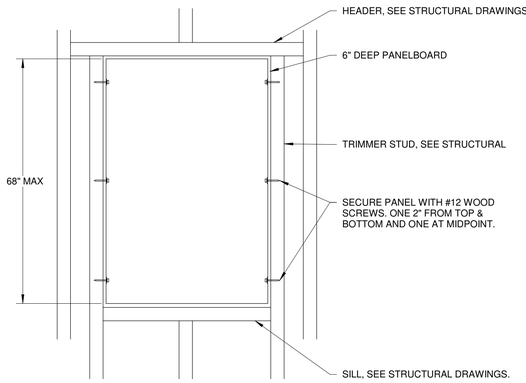
E111

KEYED NOTES:

(1) INDICATED EQUIPMENT IS LOCATED UNDERNEATH ROOF, ABOVE CEILING.



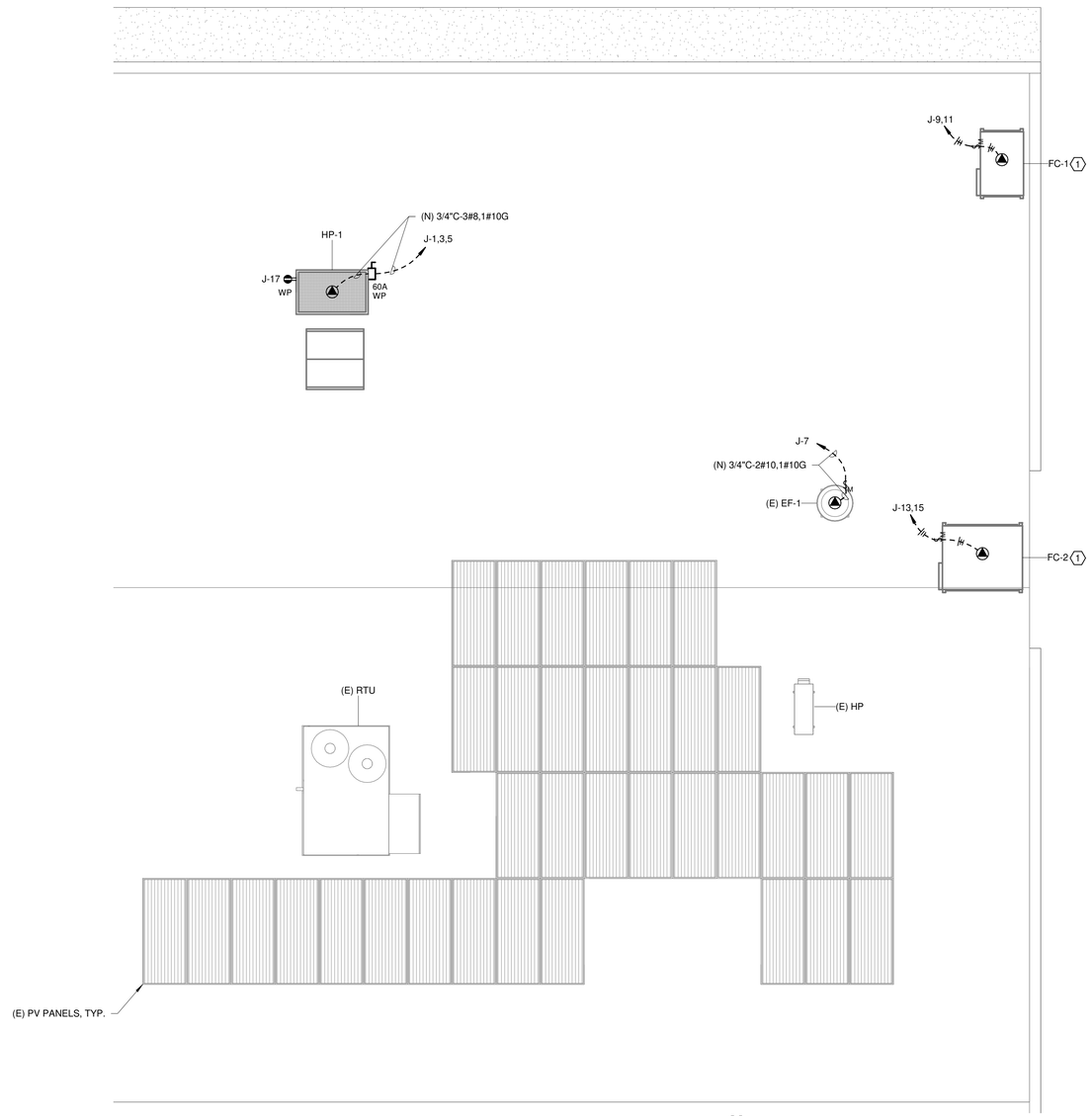
TOP VIEW



FRONT VIEW

NOTES:
1. USE FENDER WASHERS ON ALL SCREWS.
2. WEIGHT-150 LBS. MAXIMUM

2 / E240 RECESSED PANEL MOUNTING DETAIL
NOT TO SCALE



1 / E240 ELECTRICAL ROOF PLAN
1/4" = 1'-0"

FRONTIER
CONSULTING ENGINEERS
2727 Bechelli Lane - Redding, CA 96002
Ph: (530) 232-6160 - www.frontierce.com

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LICENSE STAMP

REGISTERED PROFESSIONAL ENGINEER
NATHANIEL J. WARNER
No. E25042
EXP. 06-30-2026
ELECTRICAL
STATE OF CALIFORNIA

CONSULTANTS

PROJECT NAME

MORGUE HVAC UPGRADES

FOR

TEHAMA COUNTY

22840 Antelope Blvd
Red Bluff, CA 96080

NO.	REVISIONS	DATE

SHEET TITLE

ELECTRICAL ROOF PLAN

ISSUED FOR:

CONSTRUCTION DOCUMENTS

DATE:	3/30/2025
DRAWN BY:	JK
REVIEWED BY:	NW
SCALE:	As indicated
PROJECT NO:	24049

E240

E-Contract Review
Approval as to Form

Department Name: Board of Supervisors

Vendor Name: Tehama County Administration

Contract Description: For the purpose of receiving bids for the Morgue HVAC Upgrade Project

APPROVED AS TO FORM:



Date: 06/09/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-1048 **Agenda Date:** 6/16/2026 **Agenda #:** 47.

PUBLIC WORKS - Interim Director Tom Provine

Requested Action(s)
a) URGENCY ORDINANCE - Consider adoption of an Urgency Ordinance Designating the Newville Road at North Fork Stoney Creek Bridge (Bridge No. 08C0175) as a One Lane Bridge, and Establishing the Maximum Speed of 5 Miles Per Hour on the bridge, and establishing a 25 Miles Per Hour within 600 feet of the Bridge

1) Waive the Reading
2) Adopt the Urgency Ordinance

Financial Impact:
There is no financial impact.

Background Information:
Public Works closed the Bridge at Newville Road and Kendrick Creek (also known as the North Fork Stoney Creek) after a Caltrans inspection found significant undermining of the north abutment. The Board approved installation of a temporary bridge on December 16, 2025. The County has now installed the temporary bridge which the County Engineer has certified can bear the legal vehicle loads. Establishment of a speed limit of 25 miles per hour for the approaches to the Bridge and 5 miles per hour for the Bridge and designation of the Bridge as a one-lane bridge will adequately address roadway alignment geometric constraints.

The Public Hearing and Introduction of the Urgency Ordinance were completed by the Board on 6/9/26 as originally scheduled. The adoption of the ordinance requires 4/5s vote and there were only three supervisors present at the 6/9/26 meeting. The adoption of the ordinance has been postponed to 6/16/26 for this reason.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Tehama County Board of Supervisors will hold a public hearing on the 9th day of June, 2026 at 10:00 AM, or as soon thereafter as may be heard, in Board Chambers, 727 Oak Street, Red Bluff, California, to consider establishing a prima facie speed limit of 5 miles per hour for the Newville Road at Kendrick Creek Bridge (Co. Bridge No. 08C0175), pursuant to Vehicle Code sections 22403 and 22404. This determination will be based on the professional opinion of the Department's engineering staff, and all other evidence shall be presented at the hearing.

The Board of Supervisors will further consider designating the Newville Road at Kendrick Creek Bridge a one-lane bridge.

All interested persons are invited to attend and be heard. Information regarding the proposed speed limit and one-lane road designation are available at the Tehama County Department of Public Works 9380 San Benito Avenue, Gerber, CA 96035, (530)-385-1462. Written comments may be delivered at or prior to the public hearing to the Tehama County Clerk of the Board of Supervisors Office, 633 Washington Street, Room 12, P.O. Box 250, Red Bluff, California, 96080.

Tom Provine

Interim Director of Public Works

Notice Posted:

Date: _____

Time: _____

Location(s): Newville Road Bridge at Kendrick Creek

By: _____

Posted at: Right bridge rail sign (NB); Right bridge rail sign (NB)

TEMPORARY CONSTRUCTION WORK ZONE SPEED LIMIT DETERMINATION

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT: **NEWVILLE ROAD AT NORTH FORK STONEY CREEK TEMPORARY BRIDGE (Co. Bridge No. 08C0175)**

PROJECT No.: 4030059261

The construction work zone speed limit will be reduced from the prima facia speed limit of 55 miles per hour to 25 miles per hour within the construction zone and 5 miles per hour upon the temporary bridge. Construction work zone speed limit reduction 24 hours a day 7 days a week is required because of the following roadway conditions:

- The barrier-to-barrier width of the temporary bridge is 13.5 feet.
- The barrier-to-barrier width of the temporary bridge limits vehicle passage to one-lane, two-way traffic.
- Stop signs are used to control one-lane, two-way traffic across temporary bridge.
- Stopping sight distance at the south-bound approach to the bridge is restricted 350 feet.
- Profile grade of the south-bound approach exceeds 3 percent downhill.
- Major change in roadway geometric alignment.
- Temporary barriers adjacent to traffic (no shoulders).
- Lane width less than 11 feet.
- The profile grade break from the approach ramp to the surface of the temporary bridge at the south end of the temporary bridge (STA 28+46) is 9.5 %.
- The profile grade break from the surface temporary bridge surface to the approach ramp at the north end of the temporary bridge (STA 29+66) is 7.4%.

5/15/26

REGISTERED PROFESSIONAL ENGINEER
JON A. McCLAIN
NO. C 54369
Exp 12/31/27
CIVIL
STATE OF CALIFORNIA

COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

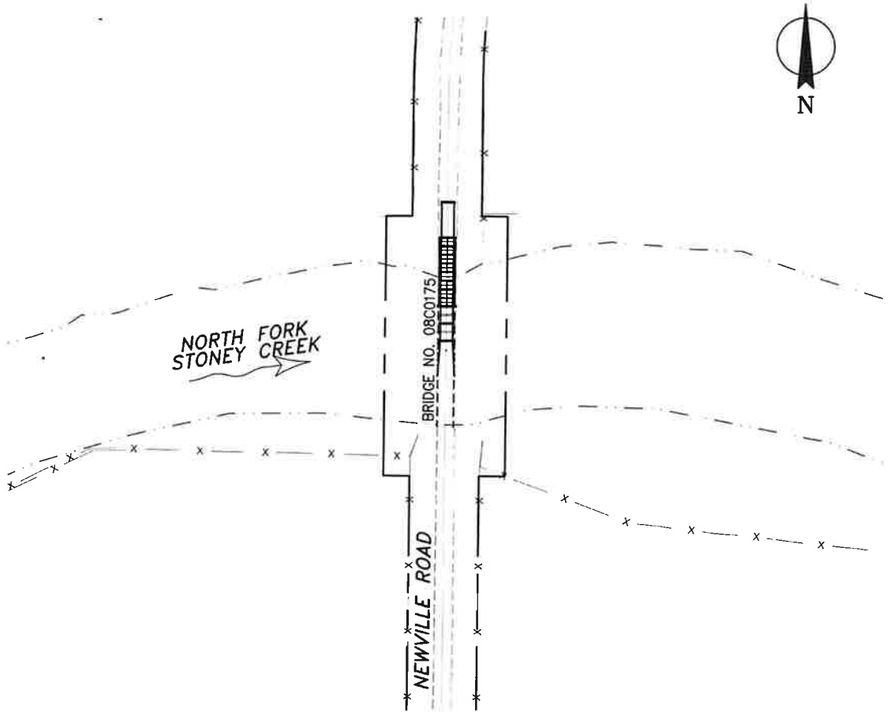
CONSTRUCTION PLANS FOR

NEWVILLE ROAD AT NORTH FORK STONEY CREEK TEMPORARY BRIDGE PROJECT

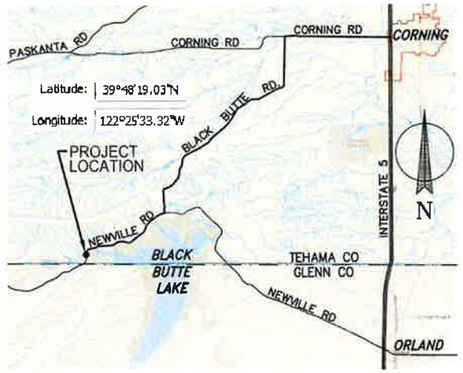
COUNTY PROJECT NO. 4030059261

TO BE SUPPLEMENTED BY CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2025

BAILEY BRIDGE TO BE FURNISHED BY TEHAMA COUNTY AND ERECTED PER US ARMY FIELD MANUAL 5-277 DATED 9 MAY 1986



PROJECT SITE LOCATION MAP
NTS



VICINITY MAP
NTS

INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T-1	TITLE SHEET
2	PDQ-1	SIGNAGE AND DELINEATION
3	L-1	LAYOUT PLAN AND PROFILE
4	CD-1	CONSTRUCTION DETAILS – BAILEY BRIDGE
5	CD-2	CONSTRUCTION DETAILS SOUTH TRANSITION RAMP DETAILS

CALL UTILITY NOTIFICATION CENTER OF CALIFORNIA

811

KNOW WHAT'S BELOW. CALL BEFORE YOU DIG

CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS

INTERIM DIRECTOR OF PUBLIC WORKS

TEHAMA COUNTY BOARD OF SUPERVISORS

DISTRICT 1	ROBERT BURROUGHS
DISTRICT 2	TOM WALKER
DISTRICT 3	STEVEN ZANE
DISTRICT 4	MATT HANSEN
DISTRICT 5	GREG JONES

APPROVED BY:

CHAIRPERSON BOARD OF SUPERVISORS

TITLE

No.	REVISION:	BY:	DATE:

TEHAMA COUNTY PUBLIC WORKS
9380 San Benito Ave.
Gerber, Ca 96035
(530) 385-1462

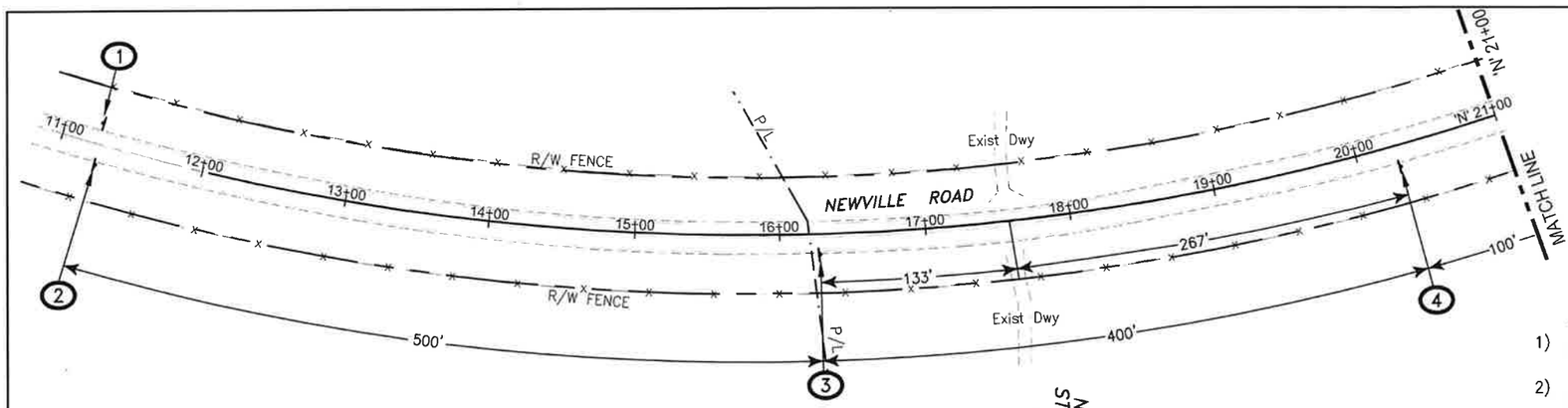
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	VERT:	N.A.	
DRAWN BY:	DMR		
DATE:	05/15/2026		
CHECKED BY:	J. McCLAIN		
DATE:	05/15/2026		

NEWVILLE RD - NORTH FORK STONEY CREEK TEMPORARY BRIDGE PROJECT
TITLE SHEET

PROJECT NO.: 4030059261

SHEET NO.	PAGE NO.
T-1	1/5

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NEWVILLE RD AT KENDRICK CRK PLANS.dwg

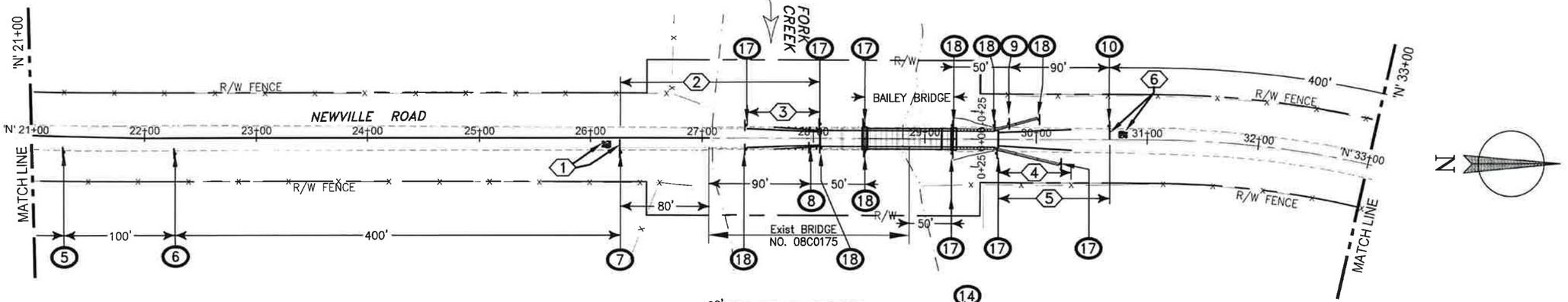


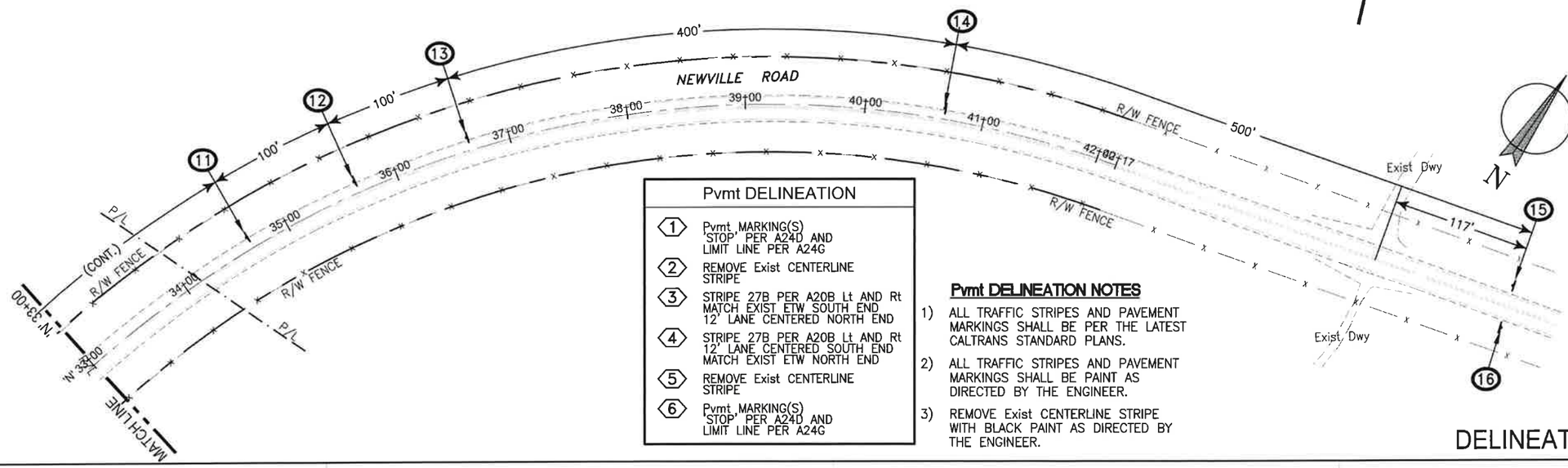
GRAPHIC SCALE
0 25 50 100
1 inch = 50 ft.

CONSTRUCTION SIGNS		
SIGN NUMBER (−)	SIGN CODE	COMMENT
1	G20−1	END ROAD WORK
2	W20−1	ROAD WORK AHEAD
3	R2−4	SPEED ZONE AHEAD
4	R2−1	SPEED LIMIT 25
5	W5−3	ONE LANE BRIDGE
6	G7−1	STOP AHEAD
7	R1−1	STOP
8	R2−1	SPEED LIMIT 5
9	R2−1	SPEED LIMIT 5
10	RI−1	STOP
11	RI−1	STOP AHEAD
12	W5−3	ONE LANE BRIDGE
13	R2−1	SPEED LIMIT 25
14	R2−4	SPEED ZONE AHEAD
15	W20−1	ROAD WORK AHEAD
16	G20−1	END ROAD WORK
17	TYPE P	Lt
18	TYPE P	Rt

Const SIGN NOTES

1) ALL Const SIGNS SHALL BE PER CA−MUTCD CURRENT EDITION
2) EXACT LOCATION OF SIGNS SHALL BE DETERMINED BY ENGINEER.





Pvmt DELINEATION

1. Pvmt MARKING(S) 'STOP' PER A24D AND LIMIT LINE PER A24G
2. REMOVE Exist CENTERLINE STRIPE
3. STRIPE 27B PER A20B Lt AND Rt MATCH EXIST ETW SOUTH END 12' LANE CENTERED NORTH END
4. STRIPE 27B PER A20B Lt AND Rt 12' LANE CENTERED SOUTH END MATCH EXIST ETW NORTH END
5. REMOVE Exist CENTERLINE STRIPE
6. Pvmt MARKING(S) 'STOP' PER A24D AND LIMIT LINE PER A24G

Pvmt DELINEATION NOTES

1) ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE PER THE LATEST CALTRANS STANDARD PLANS.
2) ALL TRAFFIC STRIPES AND PAVEMENT MARKINGS SHALL BE PAINT AS DIRECTED BY THE ENGINEER.
3) REMOVE Exist CENTERLINE STRIPE WITH BLACK PAINT AS DIRECTED BY THE ENGINEER.

DELINEATION

No.	REVISION:	BY:	DATE:

PROFESSIONAL ENGINEER — KENNETH J. MCCLAIN — No. 73317 — CIVIL — STATE OF CALIFORNIA — DATE 5/15/26

TEHAMA COUNTY PUBLIC WORKS
9380 San Benito Ave.
Gerber, Ca 96035
(530) 385−1462

COUNTY OF TEHAMA

SCALE	HORIZ: N.A.	DRAWN BY: DMR	DATE: 05/15/2026
	VERT: N.A.	CHECKED BY: J. McCLAIN	DATE: 05/15/2026

NEWVILLE RD - NORTH FORK STONEY CREEK TEMPORARY BRIDGE PROJECT
SIGNAGE AND DELINEATION

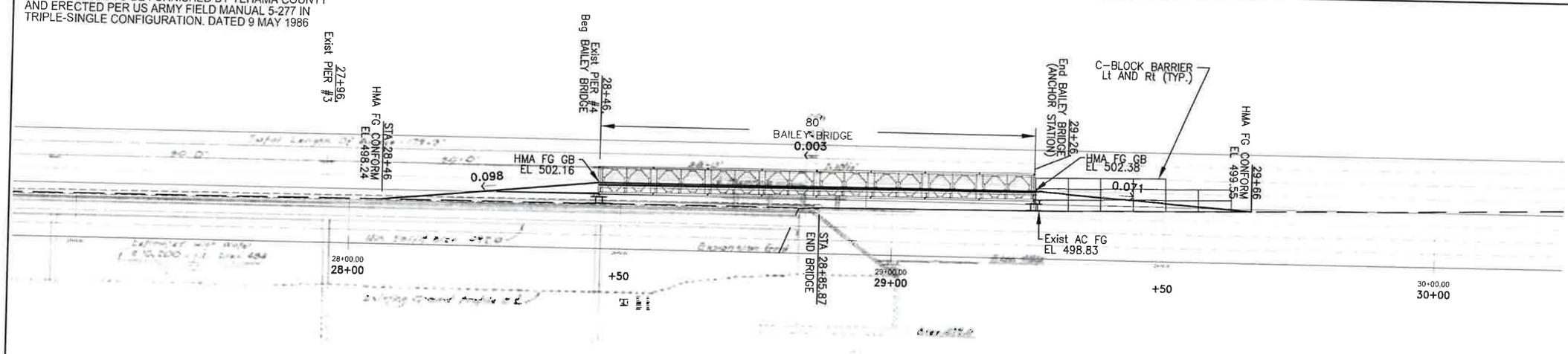
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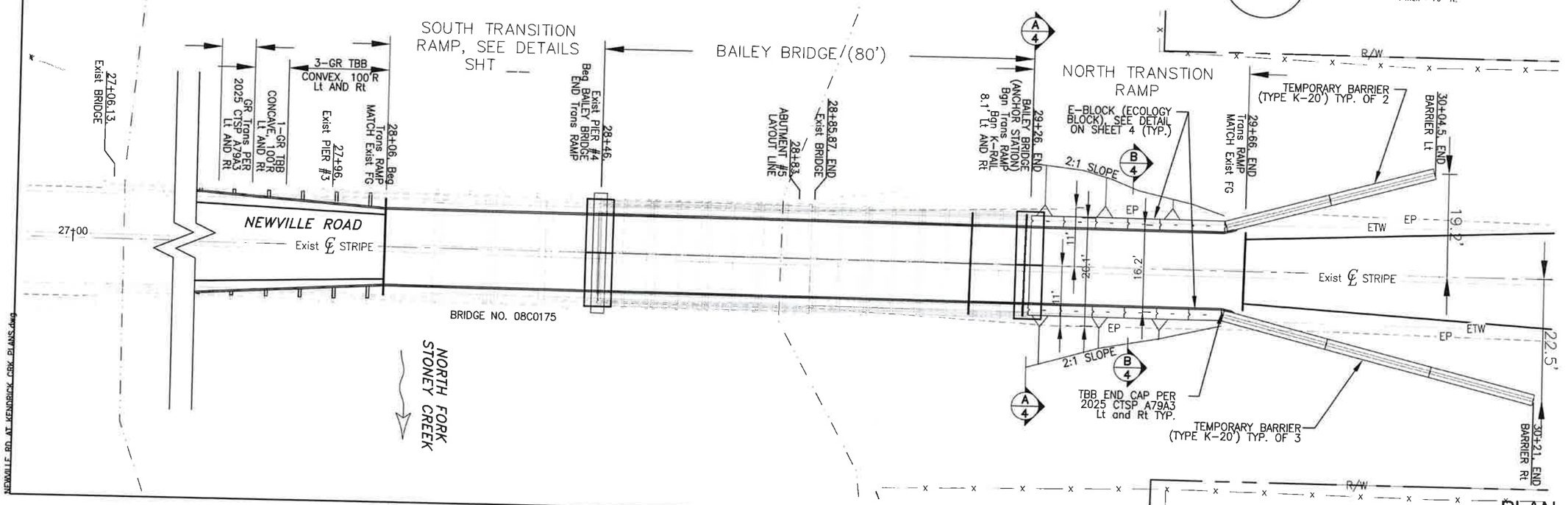
SHEET NO.	PAGE NO.
PDQ-1	2 / 5

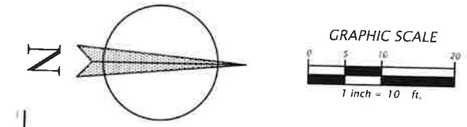
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NEWVILLE RD AT KENDRICK CRK PLANS.dwg

NOTE:
BAILEY BRIDGE TO BE FURNISHED BY TEHAMA COUNTY AND ERECTED PER US ARMY FIELD MANUAL 5-277 IN TRIPLE-SINGLE CONFIGURATION. DATED 9 MAY 1986







TEHAMA COUNTY PUBLIC WORKS
9380 San Benito Ave.
Gerber, Ca 96035
(530) 385-1462

NEWVILLE RD - NORTH FORK STONEY CREEK TEMPORARY BRIDGE PROJECT
LAYOUT PLAN AND PROFILE

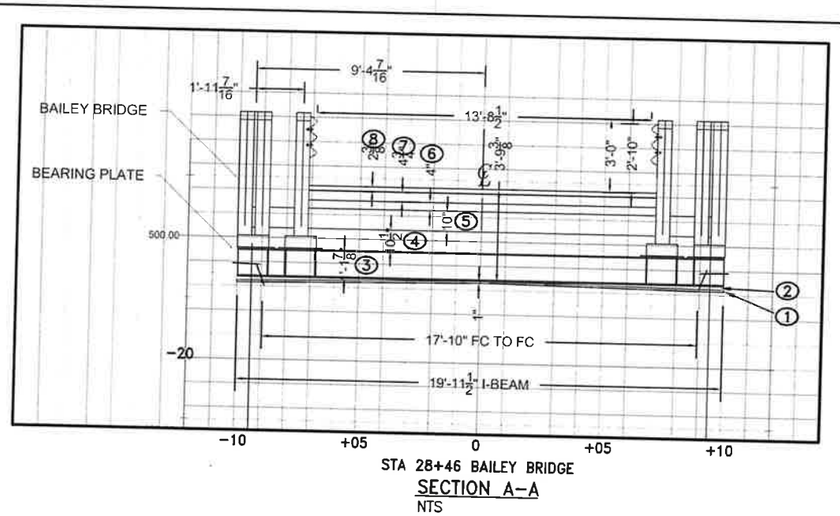
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HORIZ:	N.A.		
VERT:	N.A.	DRAWN BY:	DMR
SCALE		DATE:	05/15/2026
		CHECKED BY:	J. McCLAIN
		DATE:	05/15/2026

PROJECT NO.: 4030059261

SHEET NO.	PAGE NO.
L-1	3/5

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NEWVILLE RD AT KENDRICK CRK PLANS.dwg



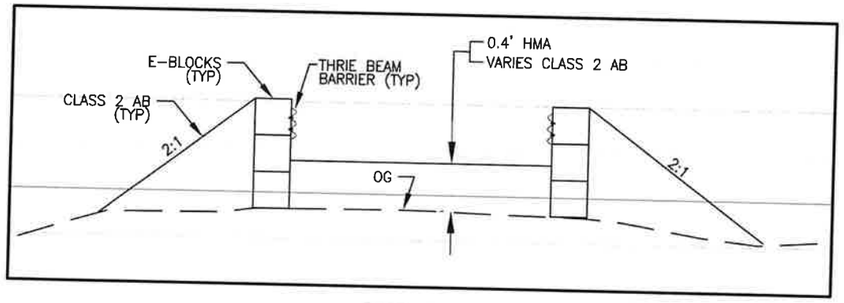
STA 28+46 BAILEY BRIDGE

SECTION A–A

NTS

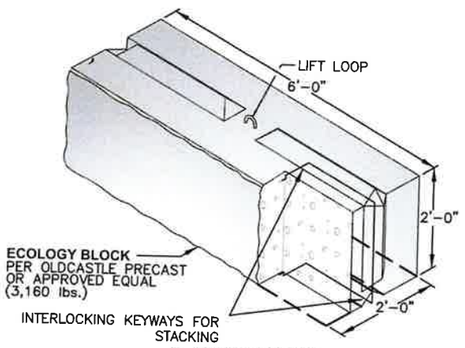
NOTES:

1. TRAFFIC PLATE, A36 5'X10'X1" 2 PER BRIDGE END
2. SHIM PACK, 0"–2" Lt AND Rt
3. I–BEAM, HP14X89 2 PER BRIDGE END
4. BEARING ROCKER/ROLLER
5. BAILEY BRIDGE TRANSOM 2 PER BRIDGE END
6. BAILEY BRIDGE PLAIN STRINGER
7. BRIDGE PLANK, CORRUGATION 7 GAGE 12"x4 1/2" AS MANUFACTURED BY CONTECH
8. HMA, 2"



SECTION B–B

NTS



E–BLOCK DETAIL

NTS

DETAILS

No.	REVISION:	BY:	DATE:

TEHAMA COUNTY PUBLIC WORKS

9380 San Benito Ave.
Gerber, Ca 96035
(530) 385–1462

SCALE			
HORIZ:	N.A.	DRAWN BY:	DMR
VERT:	N.A.	DATE:	05/15/2026
		CHECKED BY:	J. McCLAIN
		DATE:	05/15/2026

NEWVILLE RD - NORTH FORK STONEY CREEK TEMPORARY BRIDGE PROJECT

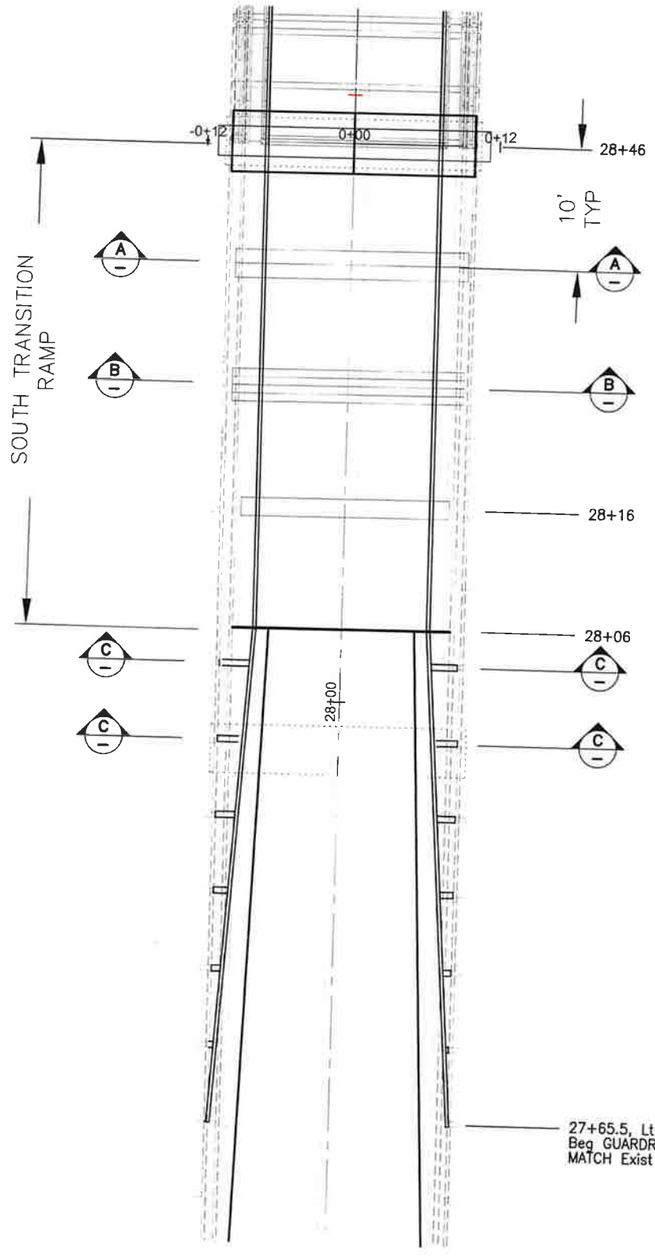
DETAILS

PROJECT NO.: 4030059261

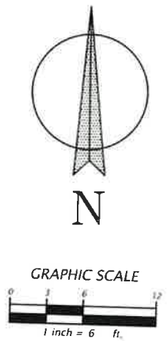
SHEET NO.	PAGE NO.
CD-1	4/5

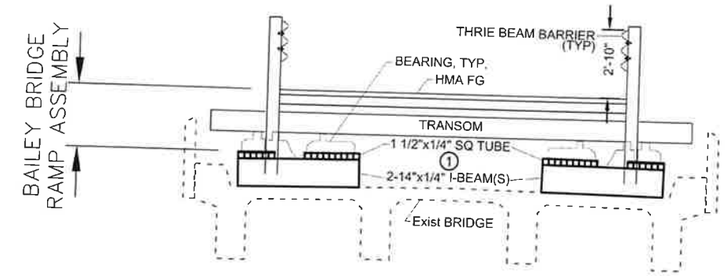
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NEWVILLE RD AT KENDRICK CRK PLANS.dwg

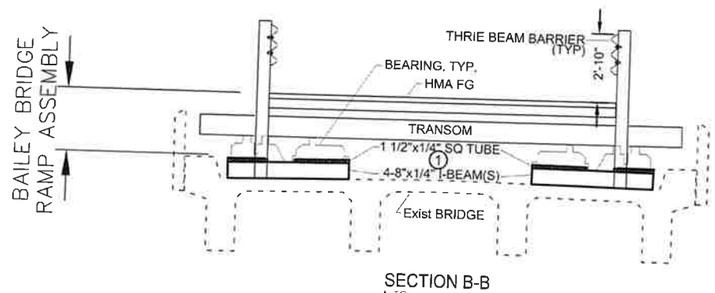


PLAN VIEW
NTS





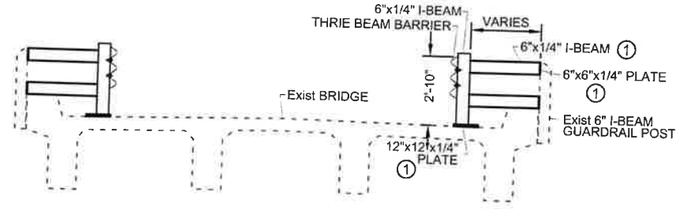
SECTION A-A
NTS



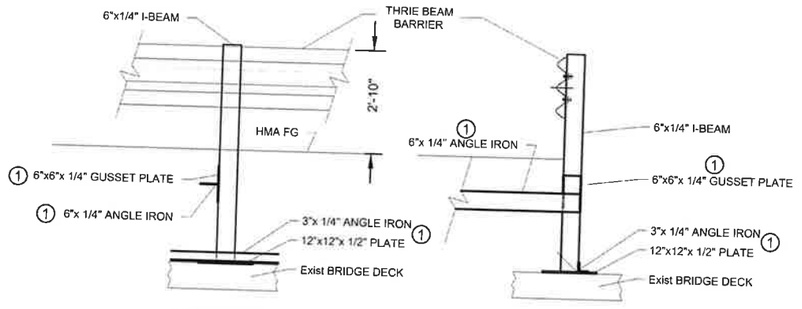
SECTION B-B
NTS

NOTES:

① FIELD WELD AS DIRECTED BY ENGINEER



SECTION C-C
NTS



PROFILE VIEW SECTION VIEW

STEEL POST FLOOR MOUNT DETAIL
NTS

DETAILS

No.	REVISION:	BY:	DATE:

TEHAMA COUNTY PUBLIC WORKS
9380 San Benito Ave.
Gerber, Ca 96035
(530) 385-1462

SCALE	
HORIZ:	N.A.
VERT:	N.A.
DRAWN BY:	DMR
DATE:	05/15/2026
CHECKED BY:	J. McCLAIN
DATE:	05/15/2026

NEWVILLE RD - NORTH FORK STONEY CREEK TEMPORARY BRIDGE PROJECT
SOUTH TRANSITION RAMP DETAILS

PROJECT NO.: 4030059261

SHEET NO.	PAGE NO.
CD-2	5/5

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NEWVILLE RD AT KENDRICK CRK PLANS.dwg

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA DESIGNATING THE NEWVILLE ROAD AT STONEY CREEK BRIDGE AS A ONE LANE BRIDGE, AND ESTABLISHING THE MAXIMUM SPEED ON SAID BRIDGE AND ITS APPROACHES

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA ORDAINS AS FOLLOWS:

SECTION 1. The Board of Supervisors of the County of Tehama, by four-fifths vote, hereby finds and declares the following:

(A) Ordinance No. 1947 changed the speed and weight limit of Jellys Ferry Road at the Sacramento River Bridge and made it one way;

(B) Since that time, Jellys Ferry Road at the Sacramento River Bridge has been replaced and there is no longer a need for the ordinance since the facility that it referred to no longer exists;

(C) The Newville Road at Kendrick Creek (also known as the North Fork of Stoney Creek) Bridge (Co. Bridge No. 08C0175 (the "Bridge") is a County bridge under the jurisdiction of the County of Tehama;

(D) Tehama County Public Works closed the Bridge at Newville Road and Kendrick Creek (also known as the North Fork Stoney Creek) after findings of deficiency by a Caltrans inspection with the Board adopted an Emergency Proclamation on September 16, 2025;

(E) Upon review of the Newville Engineering Plans Engineering Plans, the County finds the newly installed temporary bridge has certified by the County Engineer to bear the legal vehicle loads;

(F) In accordance with the Speed Reduction Determination, establishment of a permanent prima facie speed limit of 25 miles per hour for the approaches to the Bridge and 5 miles per hour for the Bridge and designation of the Bridge as a one-lane bridge will adequately address roadway alignment geometric constraints;

(G) Adoption of the foregoing measures immediately is necessary for the immediate preservation of the public health and safety, as set forth in Government Code section 25123, subdivision (d), because the temporary nature of the Bridge presents an imminent and continuing hazard to the travelling public unless and until these measures are implemented.

SECTION 2. Section 11.05.010 of the Tehama County Code is hereby amended to read:

11.05.010 <u>Newville Road at Kendrick Creek Bridge (Co. Bridge</u> No. 08C0175.

A. Pursuant to Vehicle Code sections 22403 and 22404, the prima facie speed limit for the Newville Road at Kendrick Creek Bridge (Co. Bridge No.

08C0175) is hereby determined and declared to be five (5) miles per hour for all vehicles;

B. Pursuant to Vehicle Code section 22358, the prima facie speed limit for all approaches to the Newville Road at Kendrick Creek Bridge (Co. Bridge No. 08C0175) are hereby determined and declared to be twenty-five (25) miles per hour for all vehicles.

C. Pursuant to Vehicle Code section 21657, the Newville Road at Kendrick Creek Bridge (Co. Bridge No. 08C0175) is hereby designated a one-lane bridge. Vehicular traffic on said Bridge shall proceed in only one direction at any given time, as indicated by the signs erected by the Director of Public Works.

D. The Director of Public Works shall promptly erect suitable signs in accordance with Vehicle Code sections 21657 and 22404.

SECTION 3. This Ordinance is an urgency ordinance necessary for the immediate preservation of public health and safety. Pursuant to Government Code section 25123, subdivision (d), this ordinance shall take effect immediately upon adoption by four-fifths of the Board of Supervisors, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in the *Red Bluff Daily News,* a newspaper of general circulation in Tehama County.

In regular session of the Board of Supervisors of the County of Tehama, introduced this urgency ordinance on the 9th day of June, 2026, and DULY PASSED AND ADOPTED THAT SAME ORDINANCE THIS 9th DAY OF JUNE, 2026, by following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

_____
CHAIRMAN, Board of Supervisors

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an ordinance adopted by said Board of Supervisors on the _____ day of _____, 2026.

DATED this _____ day of _____ 2026.

SEAN HOUGHTBY, County Clerk of
the Board of Supervisors of the County
of Tehama, State of California

By_____

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: Board of Supervisors

Document Description: Ordinance – Newville Bridge.

APPROVED AS TO FORM:

Date: 5/27/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0970 **Agenda Date:** 6/16/2026 **Agenda #:** 48.

ADMINISTRATION - Risk Manager Gabriel Hydrick

Requested Action(s)
a) RESOLUTION / AGREEMENT - Request adoption of a Resolution authorizing the Board of Supervisors to approve the Public Risk Innovation Solutions and Management (PRISM) amended Joint Powers Agreement; and further authorize the Tehama County Representative for Public Risk Innovation Solutions and Management (PRISIM) to execute the amended Joint Powers Agreement

Financial Impact:
There is no financial impact associated with this Agreement.

Background Information:
PRISM was formed by and for the California counties in 1979 by the California State Association of Counties (CSAC). Today, 54 out of the 58 counties in California participate in one or more of the PRISM programs. In 2001, PRISM expanded its offerings to other California public agencies. At this point, over 70% of the cities in California participate in one or more of the PRISM programs. In addition, a variety of special districts, school districts, and JPAs also participate in PRISM Programs. PRISM is recognized as the largest public entity property and casualty pool in the United States.

After 25 years of having public entity members participate in PRISM, the members of PRISM have proposed to update the composition of the Board of Directors to recognize the partnership that the counties have with the public entity members. At present, the PRISM Board of Directors is composed of 54 county members (all county members have a voting position on the Board of Directors) and 7 public entity voting spots for a total of 61 voting members. There are also 3 alternates for the public entity votes, but they only stand in place of the 7 voting spots and not in addition to. The proposal is to add 10 additional voting public entity board seats so that the total number of public entity voting seats will be 17 (with 3 additional alternates) instead of 7 (with 3 additional alternates). This results in a total of 71 voting Board of Directors seats.

Under this proposal, the counties will have a total of 76% of the total voting Board of Director seats. In addition, the PRISM members have also proposed to update the composition of the Executive Committee which oversees the day-to-day activities of the organization. Currently, the executive Committee has 11 members, and the proposal is to increase the number to 13 with an additional 2 alternates. The Executive Committee members are elected by the Board of Directors. The other changes that are proposed are updates to the Agreement that reflect the current operations of the organization and remove the word insurance from the document since the organization is a pool, not insurance.

These proposed changes were discussed with PRISM's Executive Committee and various Committee Chairs at a strategic planning retreat in November 2022. The discussion largely centered around the idea that public entities have been members of the organization since 2001, have

participated in governance of the organization by serving on PRISM Committees, and approximately ½ of the contributions made to PRISM each year are from the public entity members while the other ½ is from counties. It was felt by the group that the organization should reconsider the size and function of the Board of Directors, including what it delegates to others and whether to eliminate the distinction between counties and public entity members in the governance process. The composition of the Executive Committee was also discussed. Thereafter, the Executive Committee tasked the Governance Sub-Committee with reviewing the JPA Agreement and proposing amendments to reflect its desire to expand governance opportunities for the public entity members and participation on the Executive Committee. The Governance Sub-Committee did so and those proposed changes were then reviewed by the Executive Committee and the Board of Directors. PRISM has also made some other amendments to the Agreement to “clean up” the document to coincide with current practices and the future vision of the organization and to remove the word “insurance” from the Agreement since the JPA is a risk sharing pool that provides excess coverage for members and risk-sharing pools are not “insurance” under the law.

BEFORE THE BOARD OF SUPERVISORS
TEHAMA COUNTY, STATE OF CALIFORNIA

RESOLUTION NO.

IN THE MATTER OF AN AMENDMENT TO THE PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT JOINT POWERS AUTHORITY AGREEMENT

WHEREAS, **TEHAMA COUNTY** is a voting member of the Public Risk Innovation, Solutions, and Management ("PRISM") Board of Directors and PRISM has proposed amendments to the Joint Powers Authority Agreement; and

WHEREAS, the proposed changes include an amendment to the number of voting members of the Board of Directors and a change in the number of members serving on the Executive Committee; and

WHEREAS, additional changes to the Agreement have been made to conform to the current business operations and update terminology;

NOW, THEREFORE, BE IT RESOLVED as follows:

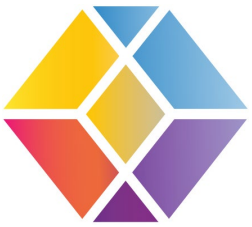
1. The Board of Supervisors approves the amendments to the Joint Powers Agreement.
2. The Board of Supervisors authorizes the County's primary and/or alternate Board Member to execute the amended Joint Powers Agreement.

The foregoing resolution was adopted on motion by Supervisor _____, and seconded by Supervisor _____, at a regular meeting of this Board of Supervisors held on _____, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Sean Houghtby, Clerk of the Board
Tehama County, State of California



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other coverage programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 2
DEFINITIONS

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence that is covered by an excess or primary coverage program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months that is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance or reinsurance, pooling of self-insured claims or losses, purchased insurance or reinsurance, or any other combination as determined by the Executive Committee or other program governing committee. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, that is covered by a program of PRISM in which the member is a participant.

"Member County" shall mean any county in the State of California that has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, that has executed this Agreement and become a member of PRISM. "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Occurrence" shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of a program, in which the participating county or participating public entity is a member.

"Participating county" shall mean any Member County that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any Member Public Entity that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, that is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance or reinsurance purchased by PRISM as part of a program to cover that portion of any loss that exceeds the joint funding capacity of that program.

ARTICLE 3
PURPOSES

This Agreement is entered into by the Member Counties and Member Public Entities in order to jointly develop and fund coverage programs. Such programs may include, but are not limited to, the creation of pooled risk programs, including primary and excess coverage programs, the pooling of self-insured claims and losses, purchased insurance or reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

ARTICLE 4
PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each Member County and Member Public Entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of participating in or providing coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 4(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 5
TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 6
POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow for risk management services to be provided to out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each Member County, appointed by the Member County's board of supervisors and serving at the pleasure of that body. Each Member County's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, staff person of the Member County, or agent and upon termination of office or employment with the Member County or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) Twenty directors consisting of seventeen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member Public Entities. A director or alternate public entity director shall be an official, or staff person, or agent of the Member Public Entity, and upon termination of office, employment, or agency relationship with the Member Public Entity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

(d) A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may

consist in whole or in part of persons who are not members of the Board of Directors.

(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall oversee each program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors, directly or through the Executive Committee or program committee, may declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.

(o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9
MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such other committees pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of fifteen members: the President and Vice President of the Board of Directors, eleven voting members, and two alternates elected by the Board of Directors from its membership.

The terms of office of the eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Executive Committee. Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors.

ARTICLE 13
STAFF

(a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF PROGRAMS

(a) **Program Coverage.** Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member County or Member Public Entity.

(b) **Program and PRISM Funding.** The members developing or participating in a program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of a program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula adopted by the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Assessments**

(i) If it is determined by the Board of Directors or the program's governing committee that the funding for a program is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may declare an assessment on all participating members of the program.

(ii) Assessments declared pursuant to (i) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that if an assessment is in excess of three times the member's annual premium for that year,, ninety days prior to the Board of Directors or program's

governing committee taking action to determine the amount of the assessment, PRISM will notify the governing body of each participating member, in writing, of its recommendations regarding its intent to declare an assessment and the amount recommended to be assessed each member.

(iii) A member that is no longer a participating member at the time the assessment is declared, but was a participating member during the policy year(s) for which the assessment is needed, shall be required to pay its share of the assessment in accordance with the provisions of (i) and (ii) above.

(c) **Program Implementation and Effective Date.** Upon establishment of a program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter a program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may apply to the Executive Committee or program's governing committee for entry into the program. Such request may be granted upon a majority vote of the Executive Committee or program committee.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of a program of PRISM who withdraws or is cancelled from a program under Articles 21 and 22, may not reenter such program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) **Annual Budget.** The Board of Directors shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The Chief Financial Officer ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each program under

development or adopted and implemented by PRISM. Books and records of PRISM shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **CFO's Report.** The CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the Executive Committee or by any body or person to whom the Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the CFO.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance, in an amount or amounts and in the form specified by the Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each Member County shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by a program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Executive Committee or program governing committee.

(e) Each member shall pay premiums and assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or assessments shall be as determined by the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each program of PRISM so as to allow PRISM to oversee the administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19
NEW MEMBERS

Any California county or public entity may become a party to this Agreement upon approval by the Executive Committee.

ARTICLE 20
WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any program pursuant to Article 14, or if it has previously withdrawn from all programs in which it was a participant.

(b) After becoming a participant in a program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20,

(1) The Board of Directors may, on a two-thirds vote, cancel any member from this Agreement and membership in PRISM. Such action shall have the effect of canceling the member's participation in all programs of PRISM as of the date that all membership is canceled.

(2) A program governing committee may cancel any member's participation in a program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee.

(3) PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in a program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any program for which an assessment was made.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each program shall be distributed among those members that participated in that program in proportion to their premium contributions. The Board of

Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member that was a participant in a program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other

communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and

reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32
FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: Tehama County Representative
Gabriel Hydrick

BY:
_____
(Authorized signature of Member)

Seal:

E-Contract Review
Approval as to Form

Department Name: Administration – Risk Manager

Vendor Name: Public Risk Innovation Solutions and Management (PRISM)

Contract Description: For the purpose of authorizing the Board of Supervisors to approve the PRISM amended Joint Powers Agreement; and further authorize the Tehama County Representative for PRISM to execute the amended Joint Powers Agreement

APPROVED AS TO FORM:



Date: 06/03/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020
Amended: June 30, 2026

JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. ~~Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC~~. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other ~~insurance~~ coverage programs as determined;

Commented [MP1]: Deleting as the document does not need a reference to the former name.

Commented [MP2]: Replacing "insurance" with the word "coverage" throughout the document since JPAs are not "insurance".

NOW THEREFORE, the parties agree as follows:

ARTICLE 1
CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

Commented [MP3]: Moved from a later place in the document to introduce the creation of the organization earlier in the document.

ARTICLE ~~1~~2
DEFINITIONS

~~**"CSAC"** shall mean the County Supervisors Association of California, dba California State Association of Counties.~~

Commented [MP4]: This is unnecessary as there is no longer a reference to CSAC anywhere in the document.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence~~, which~~ that is covered by an excess or primary ~~insurance~~ coverage program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months ~~which~~ that is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program ~~which has been designated as a major program of PRISM~~ under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance or reinsurance, pooling of self-insured claims or losses, purchased insurance or reinsurance, or any other combination as determined by the ~~Board of Directors~~Executive Committee or other program governing committee. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any ~~insurance~~ program, as well as establishing program policies and procedures.

Commented [MP5]: The Executive Committee recently decided to call all programs simply "programs", rather than calling them "major programs" or "miscellaneous programs."

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, ~~which~~ that is covered by a~~n insurance~~ program of PRISM in which the member is a participant.

"Member Ccounty" shall mean any county in the State of California ~~which~~ that has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, ~~which~~ that has executed this Agreement, and become a member of PRISM.~~,~~ "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

~~**"Miscellaneous Program"** is an insurance program of PRISM that does not involve pooling of self insured claims or losses and may be made available to members as well as non member public entities that are not a party to this Agreement.~~

"Occurrence" shall mean an event, which is more fully defined in the memorandums of coverage and/or policies or reinsurance agreements of a~~n insurance~~ program, in which the participating county or participating public entity is a member.

"Participating county" shall mean any Mmember Ccounty ~~which~~ that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"**Participating public entity**" shall mean any Mmember Ppublic Eentity ~~which~~ that has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, ~~which~~ that is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance or reinsurance purchased by PRISM as part of a~~n insurance~~ program to cover that portion of any loss that~~, which~~ exceeds the joint funding capacity of that program.

ARTICLE ~~2~~3
PURPOSES

This Agreement is entered into by the Mmember Ccounties and Mmember Ppublic Eentities in order to jointly develop and fund ~~insurance~~ coverage programs~~ as determined~~. Such programs may include, but are not limited to, the creation of ~~joint insurance funds~~pooled risk programs, including primary and excess ~~insurance~~ coverage programs~~funds~~, the pooling of self-insured claims and losses, purchased insurance or~~, including~~ reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal ~~defense~~ services.

ARTICLE ~~3~~4
PARTIES TO AGREEMENT

(a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.

(b) Each M~~m~~ember C~~c~~ounty and M~~m~~ember P~~p~~ublic E~~e~~ntity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.

(c) A member for purposes of participating in or providing ~~insurance~~ coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

(d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.

(e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.

(f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article ~~34~~(c) and (d).

(g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE ~~4~~5
TERM

This Agreement shall continue in effect until terminated as provided herein.

~~**ARTICLE 5**~~
~~**CREATION OF PRISM**~~

~~Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.~~

Commented [MP6]: Moved to earlier in the document.

ARTICLE 6
POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

(a) To make and enter into contracts.

(b) To incur debts, liabilities, and obligations.

(c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.

(d) To sue and be sued in its own name, and to settle any claim against it.

(e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.

(f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.

(g) To allow ~~non-member public entities and non-member counties to participate in Miscellaneous Programs and~~ for risk management services to be provided to ~~non-member counties and non-member public entities including~~ out-of-state participants in a PRISM program.

(h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7
BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

(a) One director from each M~~m~~ember C~~c~~ounty, appointed by the M~~m~~ember C~~c~~ounty's board of supervisors and serving at the pleasure of that body. Each M~~m~~ember C~~c~~ounty's board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, ~~or~~ staff person of the M~~m~~ember C~~c~~ounty, or agent and upon termination of office or employment with the Member C~~c~~ounty or agency relationship, shall automatically terminate membership or alternate membership on the Board of Directors.

(b) ~~Ten~~ Twenty directors consisting of seventeen directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as Member P~~p~~ublic E~~e~~ntities~~y members~~. A director or alternate public entity director shall be an official, or staff person, or agent of the Member P~~p~~ublic E~~e~~ntity ~~member~~, and upon termination of office, ~~or~~ employment, or agency relationship with the Member P~~p~~ublic E~~e~~ntity, shall automatically terminate membership or alternate membership on the Board of Directors.

(c) ~~Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).~~

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the p~~P~~rovisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of

Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8
POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

(a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.

(b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.

(c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.

(d) The Board of Directors or Executive Committee may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

(e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.

(f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.

(g) The Board of Directors shall develop, or cause to be developed, and shall ~~review, modify as necessary, and adopt~~oversee each ~~insurance~~ program of PRISM, including all provisions for self-insurance, pooling, excess or reinsurance, and administrative services necessary to carry out such program.

(h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.

(i) The Board of Directors, directly or through the Executive Committee, shall provide general supervision and policy direction to the Chief Executive Officer.

(j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.

(k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.

(l) The Board of Directors, directly or through the Executive Committee or other committee, may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors, Executive Committee, or other committee may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.

(m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.

(n) The Board of Directors, directly or through the Executive Committee or program committee, may~~, upon consultation with a casualty actuary,~~ declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed~~,~~ to such fund. Likewise, the Board, Executive Committee or program committee may declare that funds established for any program has a deficit of funds and determine a formula to collect additional funds from the participating counties and participating public entities, which have contributed to such fund.

Commented [MP7]: Program MOUs contain information on collecting funds from the membership when there is a deficit. Since this provision sets forth provisions for distributing surplus, we are adding in the deficit situation as well

(o) The Board of Directors, directly or through the Executive Committee, shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9

MEETINGS OF THE BOARD OF DIRECTORS

(a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.

(b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.

(c) All meetings of the Board of Directors, the Executive Committee and such other committees ~~as established by the Board of Directors~~ pursuant to Article 12 herein, shall be called, noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10
OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11
EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of ~~eleven~~ fifteen members: the President and Vice President of the Board of Directors, ~~and nine~~eleven voting members, and two alternates elected by the Board of Directors from its membership.

The terms of office of the ~~nine~~ eleven non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12
COMMITTEES

The Board of Directors, directly or through the Executive Committee, may establish committees~~,~~ as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the ~~Board of Directors~~Executive Committee~~, to serve two year terms, subject to reappointment by the Board of Directors~~.

~~The members of each~~Each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, Executive Committee, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors ~~as directed by the Board of Directors~~.

ARTICLE 13
STAFF

(a) **Principal Staff.** The Chief Executive Officer shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.

(b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.

(c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION OF ~~INSURANCE~~ PROGRAMS

(a) **Program Coverage.** ~~Insurance p~~Programs of PRISM may provide coverage, including excess insurance and/or reinsurance coverage, or services for any Member Ccounty or Member Ppublic Eentity ~~risk the Board of Directors or Executive Committee~~.:

~~(1) Workers' compensation;~~

~~(2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;~~

Commented [MP8]: Simplifying this to a basic description rather than listing various types of coverage programs.

~~(3) Comprehensive automobile liability;~~

~~(4) Hospital malpractice liability;~~

~~(5) Property and related programs;~~

~~and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.~~

(b) **Program and PRISM Funding.** The members developing or participating in a~~n insurance~~ program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. ~~In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.~~

Commented [MP9]: This allocation is not in use as it was eliminated by the Board over 10 years ago.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of a~~n insurance~~ program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the ~~Board of Directors~~Executive Committee or the program's governing committee upon the basis of a cost allocation plan and rating formula ~~developed~~ adopted by ~~PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person~~the Executive Committee or the program's governing committee. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the ~~Board of Directors~~Executive Committee or program governing committee, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) ~~**Premium Surcharge**~~**Assessments**

(i) ~~If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the~~

~~Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or~~

Commented [MP10]: Deleting this introductory paragraph as unnecessary.

~~(~~ii~~)~~ If it is determined by the Board of Directors or the program's governing committee~~, upon consultation with a casualty actuary,~~ that the ~~joint insurance funds~~funding for a program ~~are~~ is insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may ~~impose a surcharge~~declare an assessment on all participating members of the program.

(ii~~i~~) ~~Premium surcharges~~Assessments declared ~~imposed~~ pursuant to (i) ~~and/or (ii)~~ above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the ~~surcharge~~ assessment to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that ~~no~~ if an~~premium surcharge~~ assessment is in excess of three times the member's annual premium for that year, ~~may be assessed unless~~, ninety days prior to the Board of Directors or program's governing committee taking action to determine the amount of the ~~surcharge~~assessment, PRISM will notify~~notifies~~ the governing body of each participating member, in writing, of its recommendations regarding its intent to ~~assess a premium surcharge~~declare an assessment and the amount recommended to be assessed each member. ~~PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.~~

(ii~~i~~v) A member ~~which~~ that is no longer a participating member at the time the ~~premium surcharge is assessed~~assessment is declared, but ~~which~~ was a participating member during the policy year(s) for which the ~~premium surcharge was assessed~~assessment is needed, shall be required to pay ~~such~~ its share of the ~~premium surcharges~~assessment ~~as it would have otherwise been assessed~~ in accordance with the provisions of (i) and~~,~~ (ii)~~, and (iii)~~ above.

(c) **Program Implementation and Effective Date.** Upon establishment of a~~n insurance~~ program by the Board of Directors or Executive Committee, PRISM shall determine the manner of program implementation and shall

give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.

(d) **Late Entry Into Program.** A member which does not elect to enter a~~n insurance~~ program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may ~~petition the Board of Directors for late entry into the programmake application to~~ apply to the Executive Committee or program's governing committee for entry into the program. Such request may be granted upon a majority vote of the Executive Committee or program committee. ~~Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.Such application shall be considered for approval by the Executive Committee or program governing committee.~~

Commented [MP11]: These changes reflect how the organization currently functions.

(e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of a~~n insurance~~ program of PRISM who withdraws or is cancelled from a~~n insurance~~ program under Articles 21 and 22, may not reenter such ~~insurance~~ program for a period of three years from the effective date of withdrawal or cancellation.

ARTICLE 15
ACCOUNTS AND RECORDS

(a) **Annual Budget.** ~~PRISM~~ The Board of Directors shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each ~~insurance~~ program under development or adopted and implemented by PRISM.

(b) **Funds and Accounts.** The ~~Auditor~~ Chief Financial Officer ("CFO") of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each ~~insurance~~ program under development or adopted and implemented by PRISM. Books and records of PRISM ~~in the hands of the Auditor~~ shall be

open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

(c) **~~Auditor's~~ CFO's Report.** The ~~Auditor~~CFO, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.

(d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY

(a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the ~~Board of Directors~~Executive Committee to perform that function, subject to the requirements of (b) below.

(b) Pursuant to Government Code Section 6505.6, the Treasurer shall:

(1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.

(2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.

(3) Pay any sums due from PRISM, as approved for payment by the ~~Board of Directors~~Executive Committee or by any body or person to whom the ~~Board of Directors~~Executive Committee has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the ~~Auditor~~CFO.

(c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the ~~Board of Directors~~Executive Committee may designate shall have charge of, handle, and have access to the property of PRISM.

(d) PRISM shall secure and pay for a fidelity bond or bonds or crime insurance, in an amount or amounts and in the form specified by the ~~Board of Directors~~Executive Committee, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

(a) The board of supervisors of each M~~m~~ember C~~c~~ounty shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7. The Board of Supervisors may appoint by individual or by position.

(b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.

(c) Each member shall maintain an active risk prevention and control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.

(d) Each member shall maintain its own claims and loss records in each category of liability covered by a~~n insurance~~ program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the ~~Board of Directors or~~ Executive Committee or program governing committee~~, or to such other committee as directed by the Board of Directors or Executive Committee~~.

(e) Each member shall pay premiums and ~~premium surcharges~~assessments due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or ~~premium surcharges~~assessments shall be as determined ~~and assessed~~ by ~~the Board of Directors.~~the Executive Committee. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member or former member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the ~~Board of Directors~~Executive Committee or other Program governing committee under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.

(f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement ~~insurance~~ programs under this Agreement.

(g) Each member shall cooperate with and assist PRISM, and any insurer or reinsurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules adopted by the Board of Directors, Executive Committee or program governing committee.

(h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors, Executive Committee or program governing committee in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

(a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.

(b) PRISM may develop standards for the administration of claims for each ~~insurance~~ program of PRISM so as to allow PRISM to oversee the ~~permit oversight of the~~ administration of claims by the members.

(c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

(d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.

(e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19
NEW MEMBERS

Any California county or public entity may become a party to this Agreement ~~and participate in any insurance program in which it is not presently participating~~ upon approval ~~of~~ by the ~~Board of Directors, by a majority vote of the members, or by majority vote of the~~ Executive Committee.

Commented [MP12]: This change reflects how the organization has operated for many years.

ARTICLE 20
WITHDRAWAL

(a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any ~~insurance~~ program pursuant to Article 14, or if it has previously withdrawn from all ~~insurance~~ programs in which it was a participant.

(b) After becoming a participant in a~~n insurance~~ program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action unless otherwise specified in a program Memorandum of Understanding.

Commented [MP13]: Language is necessary to accommodate the lengthier period of notice that is required in the PRISMHealth Program.

ARTICLE 21
CANCELLATION

(a) Notwithstanding the provisions of Article 20, ~~the Board of Directors may~~:

(1) The Board of Directors may, on a two-thirds vote, c~~C~~ancel any member from this Agreement and membership in PRISM~~, on a majority vote of the Board of Directors~~. Such action shall have the effect of canceling the member's participation in all ~~insurance~~ programs of PRISM as of the date that all membership is canceled.

(2) A program governing committee may c~~C~~ancel any member's participation in a~~n insurance~~ program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the program governing committee~~Board of Directors members present and voting who represent participants in the program~~.

~~The Board of Directors~~PRISM shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the ~~insurance~~ program, as the case may be.

(b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the ~~insurance~~ programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

(c) A member which withdraws from all ~~insurance~~ programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

(a) If a member's participation in a~~n insurance~~ program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.

(b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has ~~been assessed a premium surcharge~~paid an assessment pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused ~~surcharge~~assessment, plus interest accrued thereon, at such time as the Board of Directors or program governing committee declares that a surplus exists in any ~~insurance fund~~program for which an assessment was made ~~premium surcharge was assessed~~.

(c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors or program governing committee determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any ~~premium surcharge assessed~~assessment declared and attributed to the member under Article 14 (b) (3); and any additional amount of premium, which the ~~Board of Directors~~Executive Committee determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.

(d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors or Executive Committee determines are due from the members for losses and costs which were incurred during the member's participation in any program.

~~(d)~~(e)

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

(a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.

(b) Upon termination of this Agreement, all assets of PRISM in each ~~insurance~~ program shall be distributed among those members ~~which~~ that participated in that program in proportion to their ~~cash~~ premium contributions~~, including premiums paid and property contributed (at market value when contributed)~~. The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.

(c) Following termination of this Agreement, any member ~~which~~ that was a participant in a~~n insurance~~ program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance or reinsurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the email address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM or via email, as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, ~~i~~is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors ~~or total voting membership~~ to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

ARTICLE 30
AGREEMENT COMPLETE

This Agreement constitutes the full and complete Agreement of the parties.

ARTICLE 31
DISPUTE RESOLUTION

When a dispute arises between PRISM and a member, the following procedures are to be followed:

(a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also~~,~~ request a personal presentation to that Committee, if it so desires.

(b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.

(c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.

(d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.

(e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

ARTICLE 32

FILING WITH SECRETARY OF STATE

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

Public Risk Innovation, Solutions and Management (PRISM)

The classification specification for the Chief Administrator provides that the person fillin may also be designated as the County's Risk Manager by the Board of Supervisors. P Board has designated the Administrative Services Director as the Risk Manager. At this requesting to appoint the Chief Administrator as the County Risk Manager to provide c oversight for all County departments in the form of risk management, insurance, pe occupational health and county safety programs.

PRISM is a member-directed risk sharing pool of counties and public entities. Tehama been a member since inception and will continue membership for health benefits and levels of liability and property coverage. The Board of Supervisors appoints Tehama representative and an alternate representative to serve on the PRISM Board of Direc requests that the appointees for the Trindel and PRISM Board of Directors be the s consistency.

On 6/14/22 The Board of Supervisor authorized the County of Tehama to become a m Trindel Insurance Fund and appointed staff to serve on the Board of Directors. Purs Trindel bylaws, each member entity shall appoint one (1) Director Representative to s Trindel Board of Directors; each shall also appoint an alternate member who may a participate. Trindel is heavily involved in personnel matters so Staff requests the Perso be appointed as the Alternate Representative.

First Name	Last Name	Address	Position	Date of Original Appt
Gabriel	Hydrick	727 Oak Street Red Bluff CA 96080	Tehama County Representative	6/14/2022
Coral	Ferrin	727 Oak Street Red Bluff CA 96080	Tehama County Alternate	11/1/2022

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Public Risk Innovation, Solutions, and Management ("PRISM") Summary of Proposed Redline Changes to the Joint Powers Agreement
March 2026

Background/Reasons for Proposed Amendments to the JPA Agreement

At the 2022 Executive Committee Strategic Planning Retreat, the attendees considered the issue of whether to revisit PRISM's governance. The discussion largely centered around the idea that public entities have been members of the organization since 2001, have participated in governance of the organization by serving on PRISM Committees, and approximately ½ of the contributions made to PRISM each year are from the public entity members while the other ½ is from counties. It was felt by the group that the organization should reconsider the size and function of the Board of Directors, including what it delegates to others and whether to eliminate the distinction between counties and public entity members in the governance process. The composition of the Executive Committee was also discussed.

The results of that discussion were then presented to the Executive Committee in December 2022 with the Executive Committee then delegating authority to the Governance Sub-Committee to review the matter and propose amendments to the governance structure. The Governance Sub-Committee then brought forth proposed changes to address these issues which have since been approved by the Executive Committee and the Board of Directors. The proposed governance changes reflected in the amendment to the JPA Agreement are as follows:

- Increase the number of public entity seats on the Board to 20 (17 voting and 3 alternates). This will allow more public entities to have an opportunity to participate in governance at the Board level. Counties will retain their 54 seats on the Board (each member County has a seat on the Board).
- Increase the number of seats on the Executive Committee by 4 (2 voting and 2 alternates). This will allow 2 more members to participate in the day-to-day governance tasks that the Executive Committee performs and will also create a pipeline for future Executive Committee members by including 2 alternate positions.

Non-Substantive Changes

In reviewing the JPA Agreement for the proposed governance changes, staff noted some other places in the documents where it makes sense to make some changes to reflect current processes and/or clarify language. These proposed changes are generally described below.

Amendments

Changes relating to the composition of the Board of Directors and the Executive Committee:

Article 7(b) – Amends the number of Public Entity Director seats on the Board of Directors from 7 to 17 with an additional 3 alternates being selected to serve if one of the 17 voting members is unavailable. Also allows for an "agent" of a Public Entity member to serve as a Director.

Article 7(c) – This paragraph is deleted since the addition of the 10 additional Public Entity voting seats on the Board of Directors would result in the percentage of total board seats for counties being 76%, rather than at least 80%.

Article 11 – The first paragraph contains amendments to the number of members of the Executive Committee to allow for more opportunities for members to participate in the day-to-day oversight of PRISM. The number of members is increased from 11 voting members to 13 voting members plus two alternates.

Miscellaneous changes relating to clean up items and changes to coincide with our current practices and future vision (all references to page numbers below refer to the attached redline version of the document):

A few changes have been made throughout the document at each place where the word or phrase appears. These are as follows:

- The word "insurance" is deleted throughout and changed to "coverage" because pools are not treated as insurance by the California legislature so it is cleaner for the organization to remove the word "insurance" from the Agreement and to change it to the word "coverage."

- References to "Major Programs" and "Minor Programs/Miscellaneous Programs" have been changed to simply call all of them "Programs" or "PRISM Coverage Programs". This is being done because the Executive Committee eliminated the distinction between "Major" and "Minor Programs/Miscellaneous Programs" in 2025.

- Addition of the term "Executive Committee or other program governing committee" has been added throughout the document to reflect current PRISM practices. The Executive Committee has previously had various areas of governance delegated to it so that is now being reflected throughout the document. In addition, the program governance committees have total authority to make decisions regarding their own programs so the addition of the phrase "program governing committee" documents this practice.

- "Member County" as a defined term is updated throughout the document.

Page 1, Preamble – The reference to CSAC Excess Insurance Authority being formed under the sponsorship of CSAC is being deleted as it is not necessary.

Page 2, Article 1, Creation of PRISM – This section is not new. The language is simply being moved from Article 5 to Article 1 so that "Creation of PRISM" is the first action in the document.

Page 2 – "CSAC" Definition – This definition is being removed since the removal of the CSAC name from the Preamble means that it is no longer necessary for this definition to be in the document.

Page 5, Article 6(g) – Streamlines the language as the references to "non-members" is unnecessary.

Article 8(n) – This subsection talks about the distribution of surplus assets. Because deficits could happen, and Program Memorandums of Understanding contain information on collecting funds from the membership when there is a deficit, the last sentence has been added to account for the deficit situation.

Article 14(a) – The specific coverage program types are being deleted as there are other types of coverage that are currently being provided by the organization in addition to the ones listed in this subsection and new lines of coverage are created when needed. There is no need to specifically list lines of coverage in this subsection.

Article 14(b) – The sentence regarding the Board allocating a share of a PRISM general expense to members who join a program after its creation is deleted because the Board eliminated this practice over 10 years ago.

Article 14(b)(2)(i) – This subsection is deleted as it is introductory and unnecessary.

Article 14 and Article 22 – Throughout Article 14 and Article 22, the phrase "premium surcharge" is replaced with the phrase "assessment" as the programs would levy assessments of the members of the program if a program does not have sufficient funds.

Article 14(d) and Article 19 – The changes in this subsection reflect how the organization has operated for many years as the Board has previously delegated authority to the Executive Committee to make decisions on entry into the various PRISM programs.

Article 17(a) – A sentence is added to reflect current practices of the County members who typically either make their appointment to the PRISM Board of Directors based on the name of the individual or the title of the position.

Article 20(b) – The addition at the end of the last sentence is to account for the different withdrawal provisions that exist for the PRISMHealth Program as a lengthier period of notice is needed to ensure that everything can be moved to another health insurance provider when a member leaves the program.

Article 21(a) – The cancellation of a member's membership in PRISM is changed to require a 2/3 vote, rather than a majority vote.

Article 21(b) – Since the program governing committees oversee the membership of their programs, this language is added to specify that the program governing committee is the committee that can cancel an entity's membership in a specific program.

Tehama County

Agenda Request Form

File #: 26-0982 **Agenda Date:** 6/16/2026 **Agenda #:** 49.

SANITATION DISTRICT NO. 1 - Interim Director Tom Provine

Requested Action(s)
a) ORDINANCE - Consider adoption of the proposed Ordinance, adopting an administrative remedies procedure for challenges to fees, charges, and assessments

1) Waive the first reading
2) Accept the introduction

Financial Impact:
There is no financial impact associated with this informational item.

Background Information:
This Ordinance creates an exhaustive list of administrative remedies and procedures that require ratepayers to bring an objection regarding a proposed fee, charge, or any special assessment to the Board of Director's attention prior to the deadline established as part of the fee, charge, or assessment consideration process.

TEHAMA COUNTY SANITATION DISTRICT NO. 1
ORDINANCE No. --
AN UNCODIFIED ORDINANCE OF THE TEHAMA COUNTY SANITATION DISTRICT NO. 1 BOARD OF DIRECTORS ADOPTING AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

THE BOARD OF DIRECTORS OF THE TEHAMA COUNTY SANITATION DISTRICT NO. 1 ("District") ORDAINS AS FOLLOWS:

SECTION 1. AUTHORITY AND TITLE.

A. This Ordinance is authorized by the County's authority under California Constitution, article XI, section 7 (police power), Government Code section 53759.1, and other applicable law.
B. This Ordinance shall be called "The District Fee Remedies Procedure."

SECTION 2. PURPOSE AND FINDINGS.

A. The purpose of this Ordinance is to create an exhaustion of administrative remedies procedure that requires ratepayers to bring an objection regarding a proposed fee, charge, or any special assessment to the Board of Director's attention prior to the deadline established as part of the fee, charge, or assessment consideration process. The purpose of the Ordinance is also to provide an opportunity for the District to address or resolve the objection or objections before the Board of Directors makes a final decision on whether to establish a new, or amend a current, fee, charge, or special assessment pursuant to either Prop 26 or Proposition 218.
B. The procedure created by this Ordinance is intended to provide a meaningful opportunity for a payor to present an objection to a proposed new or amended fee, charge, or any special assessment, and allow the District the opportunity to resolve the objection, before resorting to litigation after the new or amended fee, charge, or special assessment is approved. Even if such an objection is not fully resolved, the District, in considering and responding to the objection, can narrow the dispute and will create a better evidentiary record for court review in deciding any later litigation.
C. The District finds this Ordinance establishes a "clearly defined machinery for the submission, evaluation, and resolution of complaints by aggrieved parties" (see Plantier v. Ramona Municipal Water Dist., supra, 7 Cal.5th at p. 384, citing Rosenfield v. Malcom (1967) 65 Cal.2d 559, 566).

SECTION 3. ORDINANCE.

A. **Scope**. The duty to exhaust administrative remedies imposed by this section extends to:

1. any fee or charge subject to articles XIII C or XIII D of the California Constitution,
2. any assessment on real property levied by the District, and
3. the methodology used to develop and levy such a fee, charge, or assessment.

B. “Hearing” as used in this section means the hearing referenced in paragraph 4 of subsection D of this section.

C. Duty to Exhaust Issues. No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the District, unless that person submitted to the Clerk of the Board of Directors a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

D. Procedures. The District shall:
1. Make available to the public any proposed fee, charge, or assessment to which this section is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to paragraph 4 of this subsection D.
2. Post on its internet website a written basis for the fee, charge, or assessment, such as a cost of service analysis or an engineer’s report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice pursuant to subdivision (c) of Section 4 or paragraph (1) of subdivision (a) of Section 6 of Article XIII D of the California Constitution.
3. Mail the written basis described in paragraph 2 of this subsection D to a ratepayer or property owner on request.
4. Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the Clerk of the Board of Directors a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge or assessment.
5. Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger that:
    i. All written objections must be submitted to the Clerk of the Board of Directors by the end of public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.

ii. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on real property under California Constitution, article XIII D, section 4(e).

E. Board Consideration; District Responses. Before or during the Hearing, the Board of Directors shall consider and the District shall respond in writing to, any timely written objections. The Board of Directors may adjourn the Hearing to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The District's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

F. Board Determinations. The Board of Directors, in exercising its legislative discretion, shall determine whether:
   1. The written objections and the District's response warrant clarifications to the proposed fee, charge, or assessment.
   2. To reduce the proposed fee, charge or assessment.
   3. To further review the proposed fee, charge, or assessment before determining whether clarification or reduction is needed.
   4. To proceed with the Hearing, to continue it, or to abandon the proposal.

SECTION 4. CEQA FINDINGS.

The Board of Directors finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or its application to any person or circumstance is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons and circumstances. The Board of Directors declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof despite the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall be and is hereby declared to be in full force effect from and after thirty (30) days after the date of its passage and the clerk shall cause this Ordinance or

a summary to be published once before the expiration of fifteen (15) days after said passage, with the names of the Directors voting for or against the same, in the *Red Bluff Daily News*, a newspaper of general circulation in the County of Tehama, State of California.

In regular session of the Board of Directors of the Tehama County Sanitation District No. 1, introduced on the ___ day of _____, 2026, and DULY PASSED AND ADOPTED THIS ___ DAY OF _____, 2026, by the Board of Directors of the County of Tehama by following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

_____
CHAIRMAN, Board of Directors

STATE OF CALIFORNIA)
) §§
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Sanitation District No. 1, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an ordinance adopted by said Board of Directors on the _____ day of _____, 2026.

DATED this _____ day of _____ 2026.

SEAN HOUGHTBY, County Clerk of
the Board of Directors of the Tehama County
Sanitation District No. 1, State of California

By_____

A SUMMARY OF ORDINANCE NO. ___

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Ordinance No. ____ introduced for consideration by the Board of Directors of Tehama County Sanitation District No. 1.

The Ordinance establishes an administrative remedies procedure for challenges to proposed new, increased, or extended fees, charges, and special assessments levied by Tehama County Sanitation District No. 1. Its purpose is to require ratepayers or assessed property owners to submit timely written objections before the Board of Directors acts, so the District has an opportunity to review, address, or resolve concerns before any court challenge is filed.

The Ordinance applies to fees or charges subject to articles XIII C or XIII D of the California Constitution, assessments on real property levied by the District, and the methodologies used to develop and levy those amounts. It requires the District to make proposed fees, charges, or assessments and their written basis available to the public at least 45 days before the objection deadline; post supporting materials on its website; mail supporting materials on request; and include in the hearing notice clear instructions and deadlines for submitting written objections. The Ordinance further provides that objections must be submitted before the end of the public comment portion of the hearing, and that failure to timely object in writing may bar a later court challenge except as otherwise allowed by law.

Before or during the hearing, the Board of Directors must consider, and the District must respond in writing to, timely objections. The Board may determine whether clarifications, reductions, further review, continuation of the hearing, or abandonment of the proposal are warranted. The Ordinance also includes findings that its adoption is exempt from the California Environmental Quality Act, contains a severability clause, and provides that it will take effect 30 days after passage, with publication of the ordinance or a summary as required by law.

Published: 6/23/2026, July 14, 2026, Red Bluff Daily News

Sean Houghtby, Tehama County Clerk and Recorder

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Sanitation

Vendor Name: Board of Supervisors

Document Description: Ordinance – Exhaustion of Remedies for Fees and Assessments

APPROVED AS TO FORM:

Date: 6/2/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0997 **Agenda Date:** 6/16/2026 **Agenda #:** 50.

SANITATION DISTRICT NO. 1 - Interim Director Tom Provine

Requested Action(s)
a) ORDINANCE - Consider adoption of the proposed Ordinance, which amends Ordinance No. 2119

1) Waive the first reading
2) Accept the introduction

Financial Impact:
There is no direct financial impact associated with this proposed Ordinance.

Background Information:
This Ordinance amends Ordinance 2119 by updating and clarifying regulatory provisions governing the administration, operation, use, and maintenance of wastewater collection and treatment services, and prescribing regulations pursuant to the CA Health and Safety Code Section 4766. Additionally, the ordinance provides parameters for the District's statutory authority to impose and update fees by resolution within certain subject matters.

TEHAMA COUNTY SANITATION DISTRICT NO. 1

ORDINANCE No. --

AN ORDINANCE AMENDING ORDINANCE 2119 AND PRESCRIBING REGULATIONS

The Board of Directors of the Tehama County Sanitation District No.1 ordains as follows:

ARTICLE 1: Purpose and Authority

Pursuant to Health & Safety Code Section 4766, the Tehama County Sanitation District No. 1 may adopt and enforce ordinances and regulations not in conflict with general laws or the administration, operation, and use and maintenance of its facilities and services. This Ordinance is adopted pursuant to the authority granted to the District under the California Health and Safety Code Section 4766, and all other applicable laws.

The purpose of this Ordinance is to update and clarify all regulatory provisions governing the administration, operation, use, and maintenance of wastewater collection and treatment services provided by the Tehama County Sanitation District No. 1 ("District"). This Ordinance does not alter, amend, revise, or otherwise modify any existing user fees, service charges, installation fees, penalties, or other monetary assessments established under prior ordinances.

ARTICLE 2: Findings

The Board of Directors of the Tehama County Sanitation District No.1 hereby finds and declares the following:

A. The District's wastewater treatment facilities have finite hydraulic and treatment capacity. Excess inflow and infiltration ("I&I"), particularly from defective private laterals and illegal connections, places undue strain on the collection system, increases operational costs, reduces treatment efficiency, and may compromise regulatory compliance.

B. Private building sewers and laterals are owned and maintained by property owners, and that clear regulatory language is required to eliminate confusion regarding maintenance responsibilities, inspection requirements, repair obligations, and cost allocation.

C. Advances in CCTV inspection technology, combined with the age of much of the District's existing lateral infrastructure, make CCTV inspections an effective, reliable, and industry-accepted means of identifying structural defects, illegal connections, infiltration sources, and conditions constituting a public nuisance. Additional ordinance language is necessary to clearly establish inspection triggers, procedures, and enforcement mechanisms.

D. Building sewer defects are frequently discovered during property transfers, and that requiring CCTV inspections prior to close of escrow protects buyers, sellers, and the District by identifying problems before transfer of

ownership and preventing future disputes, system damage, and enforcement costs.

E. Infiltration and inflow resulting from defective laterals, illegal connections, or abandoned plumbing significantly increase treatment and operating costs and may accelerate equipment wear and regulatory risk. Establishing excess flow fees and required correction timelines provides a necessary enforcement tool to protect the system.

F. This Ordinance provides reasonable timelines, case-by-case extensions, installment plans, penalty waivers, and an appeals process to ensure that enforcement is fair, transparent, and sensitive to seasonal conditions, contractor availability, geographic constraints, and financial hardship.

G. Proper collection and treatment of wastewater is essential to protecting public health, preventing pollution of surface and groundwater, and avoiding sanitary nuisances. The regulations adopted in this Ordinance are necessary to ensure compliance with state and federal wastewater standards.

H. The requirements of this Ordinance are consistent with generally accepted wastewater utility practices, engineering standards, and regulatory norms throughout California.

I. This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guildline15300.2(c). Each exemption stands as a separate and independent basis for determining this ordinance is not subject to CEQA.

J. Adoption of this Ordinance is in the best interests of the Tehama County Sanitation District No. 1, its ratepayers, and the public at large and that the

K. Enforcement of this Ordinance is essential to ensure compliance, preserve infrastructure, protect ratepayers, and maintain the financial and operational integrity of the District..

ARTICLE 3: Ordinance Amendments And Additions

Tehama County Sanitation District No. 1 adds Section 2.15 to the language in Ordinance 2119:

Section 2.15: SERVICE FEES: Beginning in 2026, with regard to the 2027-2028 fiscal year service charges and thereafter, the District shall establish or alter the amount of the annual service fee by resolution of the Board.

The annual service fee is a sewer assessment in nature and designed to recover from ratepayers for services and facilities furnished by the District.

Tehama County Sanitation District No.1 Ordinance 2119 Section 1.4, 1.5, 1.8, 2.2, 2.3, and 5.2 are amended as follows:

Section 1.4: APPLICATION FOR SERVICE. Application for a building sewer connection permit and wastewater disposal service shall be made in writing on a form available at the District Office. The application shall include required application fees. No applicant will be denied service on the grounds of race, color, national origin, or sex.

The permit for the installation of a non-existing sewer and/or lateral sewer shall be valid for constructing the new connection for two years from date of issuance. Installation permits will be issued to only one (1) party for one (1) property on which a building permit or mobile home permit has been applied for with the Tehama County Building Department.

No person shall construct a sewer, or a lateral sewer, or make any connection with the sewer system without first obtaining a sewer connection permit from the District and paying the sewer connection fee and all other fees and charges required by resolution of the Board, and otherwise complying with all requirements under any regulations adopted under this section by the Board of Directors.

Sewer service shall not be provided to a building, and no sewer connection permit shall be issued, unless the District finds that all of the following are satisfied:

1. The applicant's real property to be served is located in the sewer boundaries.
2. The applicant has paid in full the applicable connection charge and any other applicable deposits, fees, and/or charges.
3. The applicant's real property to be served abuts an existing sewer main, or the applicant has entered into a sewer main line extension agreement with the District.
4. The District possesses adequate wastewater treatment capacity to serve the new development.
5. The applicant has complied with all other applicable provisions of this and other county ordinances resolutions and policies.
6. The District shall not issue a sewer connection permit for any new structure unless is applied for concurrently with a building permi with the County. No

sewer service shall be permitted until a building permi with the County has been appliec for.

7. The applicant's signature on an application for a sewer connection permit shall constitute an agreement to comply with such permit and all of the provisions, terms and requirements of this chapter and other ordinances, rules and regulations of the county, and with the plans and specifications approved by the county, if any, together with such corrections or modifications as may be made or permitted by the county if any. Such agreement shall be binding upon the applicant and may be altered only by the District upon the written request for the alteration from the applicant

8. The connection of the building sewer into the public sewer shall be made at the lateral or "T" branch, if such lateral "T" branch is available at a suitable location. Where no properly located "T" branch is available, a neat hole may be cut into the public sewer to receive the building or lateral sewer, with entry in the downstream direction at an angle of forty-five degrees. A wye saddle shall be used for the connection and in no case shall the pipe protrude inside the main sewer. A smooth, neat joint shall be made, and the connection made secure and watertight, including by encasement in concrete, if so determined by the District. The connection to the public sewer shall be made in the presence of the District and under his supervision and direction. Any cutting of sewer mains shall be done only by a licensed plumber and the cost shall be borne by applicant. Any damage to the sewer system shall be repaired at the cost of the applicant to the satisfaction of the District. All excavations for a lateral sewer installation shall be adequately guarded with barricades and/or lights, as required by the District, so as to protect the public from hazard. Streets, sidewalks, parkways and other property damaged in the course of the work shall be restored in a manner satisfactory to the District.

9. Old lateral sewers may be used in connection with new buildings only when they are found, upon examination and test by the District, to meet all requirements of this chapter and the standard specifications

Section 1.5: TENANTS. Upon the written request of the property owner, bills may be addressed to tenants for payment. The property owner remains responsible for payment of the bill. The property owner is responsible for collecting from tenants any fees that the Board has elected to collect on the tax roll.

Section 1.8 MERGING OF PROPERTY. A property owner that has submitted a request for merging properties to the County Planning Department and County Surveyor shall, prior to or concurrentlywith such submission, submit the proposed merger to the District.

1. Should the merging of properties with multiple dwellings occur, the District shall re-assess the HE of the newly merged property. Any increase in the

sewer fee caused by the merger that is not paid to the District within 90 days shall be added to that property's next tax roll.

2. If any dwelling with a sewer lateral is removed from a merged property, the associated sewer lateral must also be removed to prevent water infiltration to the sewer system.
    a. Proof of the sewer lateral removal and watertight capping at the main must be submitted to the District in order to have HE assessed for new sewer rates.
    b. Work done at mainline connection shall be done by a licensed plumber.
    c. Should the extra lateral stay in place, fees will continue as if that lateral is in service. Regardless of dwellings or structures on a property, if there is a sewer lateral connected to the main and can contribute to the system, a sewer fee will be assessed to the property owner.
    d. A non-refundable inspection fee is required when merging a property, removing a lateral, and capping the lateral at the sewer mainline.

Section 2:2: BILLING. All service charges for wastewater disposal services shall be based upon HE and may be collected in advance, per Government Code Section 54347, not less than twice a year, by the District or its authorized representative on the bills provided therefore, along with any other applicable fees or penalties. The annual service fee shall be due on the date specified by the District but no sooner than 90 days after the mailing of the invoice to the ratepayer. Alternatively, the District Board may elect to collect the service charges on the tax roll in the same manner and at the same time as general property taxes by adopting a resolution electing to do so and describing the process for submission of an annual report to the Clerk of the Board.

If the Board elects to collect fees on the tax roll, a written report shall be filed with the clerk each year which shall contain a description of each parcel using sewer services and facilities and the amount of the charge for the subsequent calendar year. Upon receipt of the report, the clerk shall set a time and place of a public hearing pursuant to H&S Code Section 5473.1 and publish notice for the public hearing pursuant to Government Code Section 6066. The Report shall be filed with the clerk and the public hearing shall be set with sufficient time for the Board to consider the report and make a decision so that the County Auditor can receive the report before August 10. Ideally, the report shall be filed before June 1 and the public hearing shall be held before July 15.

Section 2.3: CONNECTION FEE. Beginning in 2026, the District shall establish, and may thereafter update from time to time, a connection fee by resolution pursuant to Health and Safety Code Section 5474. The fee is used to cover the inspection of the connection and other administrative expenses in setting up the new account. This fee will contemplate only one inspection and if additional

inspections are necessary they will be an additional cost. All inspections, construction, and repairs to laterals connecting to the main line are at the expense of the property owner. All fees related to a new connection shall be paid in full before sewer service will be permitted to begin.

Section 2.3.1 INSPECTION FEE Beginning in 2026, District shall establish, and may thereafter update from time to time, an inspection fee by resolution pursuant to Health and Safety Code Section 5471.

Section 2.4: EXCESS FLOW FEES. Any User who causes or allows discharges in excess of normal flows, as determined by the District, typical for the type of use served shall bear the costs for such excess flows. The costs for such excess flow shall be based on the number of HE and the User shall pay the current established HE rate per year per HE in addition to the user fee described in the Service Charge Schedule.

Lateral sewers shall be maintained by the owner of the property served, from the building being served up to the property line, provided a cleanout accessible to maintenance forces is available. If a cleanout is not available, the owner shall maintain the lateral to its connection to the public main.

Laterals are to be maintained and in good working conditions to not allow rain runoff, ground water, or other forms of water to enter the closed system as the District is not designed to handle these excess flows. All lateral sewers shall be tested by means approved by the District, in the presence of a District representative. All lines showing excessive leakage shall be repaired or replaced at the expense of the property owner and shall be done at the direction and to the satisfaction of the District. Infiltration leakage found by the District will be assessed for its impacts on the Wastewater Treatment Plant's treatment and holding capacity. Upon a determination that a ratepayor's infiltration leakage will have a negative impact on the District's ability to treat and hold wastewater, the District will provide the ratepayor with a Notice of Excessive Infiltration Leakage.

Infiltration leakage deemed to have a negative impact on the District's ability to treat and hold wastewater shall be penalized with a higher user fee. The higher user fee shall be increased at the rate of one HE for infiltration leakage in excess of the permitted amount up to 200 GPD, two HE for up to 400 GPD, and so on, with a maximum user penalty increasing the overall annual fee no more than five times the normal rate for that ratepayor.

The excess flow penalty shall apply for a full year and will be included in the next soonest tax roll report. A ratepayor can avoid having the excess flow fees imposed if all of the following are accomplished within 180 days of issuance of the Notice of Excessive Infiltration Leakage.

1. A written plan submitted within 30 days of this letters date. The plan can be in email or submitted by mail.

2. The owner will have 90 days from the submitted plan to provide that actions are be taken to repair the lateral. This includes submitting estimates from a contractor, attempt to hire a contractor, planned date repair, proof of supplies purchased, and equipment rental estimates. The repair completion shall not exceed 2 calendar years from the date of this letter. Failure to complete the repairs shall increase sewer fees outline in section 2.4.

3. Notice to the District with proof that the repair is starting and estimated date of completion. An inspection is required to ensure that all repairs are done in accordance with all federal, state, and local laws including all applicable District ordinances.

4. The District shall take into account the following circumstances: weather conditions, time of year for travel, snow on the ground, distance of travel, availability of supplies, availability of contractors, or other circumstances provided by the owners with approval from the District staff. Extensions may only be granted for listed circumstances and will be outlined to the owner.

Upon correction of the excessive flow, the District will, if appropriate, adjust the rate back to the regular fee. If no corrections are made the higher user fee will continue for each year thereafter.

Access to Properties for Sewer Lateral inspection: The District (or any designated representative thereof) is hereby authorized to inspect private sewer laterals with 24-hour advance notice to the owner for the following purposes:

(a) To determine the size, depth, and location of any sewer connection.

(b) To determine the end outlet of any sewer connection by depositing harmless testing materials in any plumbing fixture attached thereto and flushing the same, if necessary.

(c) To determine, by measurements and samples, the quantity and nature of the sewage or wastewater being discharged.

(d) To determine the location of the roof, swimming pool, hot tub, floor drains, mechanical pumps and surface drains, and whether or not they physically connect to a sewer.

(e) To assess the condition of the lateral where he/she suspects that the lateral may be allowing inflow or infiltration.

Nothing herein shall be deemed to provide the District with any right or authority to enter a building or other apparently private or interior area of a real property. The lateral inspection will be conducted from the exterior lateral cleanout. If such a cleanout is not accessible from the exterior, the District will contact the owner for accommodations.

Section 2.8: SEWER CAPACITY CHARGE. Beginning in 2026, the District shall establish by resolution, and may update by resolution from time to time, a sewer capacity which shall be applied to all future new residential sewer connections. This fee is for the maintenance and depreciation of equipment as well as the impact fee for the extra flow the plant will handle. Commercial buildings and multi-dwelling units including condominiums, duplex or larger, and apartments will be assessed at the appointed HE for the property. Properties that were once connected to the sewer system and went through the process of removing or capping their lateral will also be charged the sewer capacity charge as a reconnection fee.

Section 2.9: CAPPING AND ABANDONMENT FEES:

Beginning in 2026, the District shall establish, and may update from time to time, capping and abandonment fees by resolution pursuant to Health and Safety Code Section 5474

1. All capping or abandonment of laterals must be approved by the sanitation Board to ensure that there is no leakage. Each request will be assessed on a case-by-case basis. Without approval from the Board, all sewer fees will continue.
2. All capping or abandonment request must be in writing and the appropriate form must be completed before consideration moves forward to the Board.
3. All capping and abandonment requests require that no dwelling be located on the property. Storage sheds with no plumbing will be exempt. An inspection shall be necessary if the property owner is disputing the service charges. A connected lateral for the use of a trailer or RV is still considered to be working plumbing and fees will continue.
4. All capping and abandonment work at the county mainline will require the use of a licensed and bonded plumber. Proof of invoice must be submitted to the county. Capping of the lateral must be done at the county cleanout so that no I & I may enter the sewer from the disconnected property.
5. An inspection of the capping and abandonment is required by District staff. , The inspection fee shall be paid in full prior to the inspection. In the event the inspection fails, each additional inspection will be assessed an additional inspection fee.
6. In the event the capping of a lateral is found to be reconnected without proper approval and inspections, a fine of $500.00 will be assessed and sewer fees will be reinstated to the property. Service fees shall be back dated to the date the connection was found.
7. A capped or abandoned line that wishes to reconnect to the sewer will be treated as new construction and section 2.8 will be applied to the property.

Mineral County Water District is separate from Tehama County Sanitation District No. 1. Regardless of the current water connection, if a property has a connected lateral to the sewer mainline, billing for that property will continue pursuant to this Ordinance.

SECTION 3.1: BUILDING CCTV INSPECTION TRIGGERS. Except as provided in subsection (b) of this Section, all building sewers for existing buildings including but not limited to those serving residential, multiple residential, commercial, and industrial properties that are connected to the public sewer shall pass a CCTV inspection as reviewed by an authorized District inspector, and at the property owner's expense when any of the following events occur:

(Subsection a) Inspection trigger events:

1. To properties prior to the close of escrow of the sale or, if there is no escrow, prior to recording the deed or the document transferring the title.
2. When obtaining a building permit for construction or remodel valued over $60,000.
3. When the District finds that unpermitted building sewer work has been completed at county sewer main connection. This includes the installation of an unpermitted lateral.
4. When the District finds that the building sewer is a public nuisance.

(Subsection b) Exceptions. This section shall not apply:

1. To properties showing that the building was originally constructed 10 years or less before the anticipated date of sale.
2. To properties with a sewer repair permit approved by the District documenting that the building sewer was replaced in full within 10 years of the triggering event provided in subsection (a) of this Section before the anticipated date of sale.
3. To properties with CCTV inspection that was submitted to the county and shown that no defects, cracks, roots, or any infiltration is occurring within 5 years of the original date of the inspection.
4. To properties undergoing transfer to a bank due to foreclosure.

SECTION 3.3: VALID CCTV SEWER INSPECTION REQUIREMENT. CCTV inspections must verify the following:

1. The building sewer is free of roots, grease deposits, and other solids which may impede or obstruct the transmission of sewage.
2. There are no improper or illegal connections to the building sewer such as sump pumps, down spouts, or area drainage facilities.

3. All joints in the building sewer are tight and sound to prevent the exfiltration of sewage and the infiltration of groundwater, storm water, and/or rainwater
4. The building sewer is free of structural defects, cracks, breaks, offset joints, or missing portions and the grade is reasonably uniform without major sags or offsets.

Upon completion of repairs to the building sewer, the current property owner shall have another CCTV inspection conducted to verify the conditions set forth in this Section or other test parameters may be conducted for partial or full building sewer replacement.

All costs for inspections, tests, and repair or replacement of the building sewer shall be the responsibility of the building or property owner, including all additional permits prior to commencement of construction.

All work shall be done to the satisfaction of authorized District staff, in accordance with all state laws and all District ordinances, standard drawings, standard specifications, and regulations.

A failure to perform a lateral inspection by CCTV or an inspection that reveals defects such as roots, offset joints, break in line, etc, shall be good cause for an escrow to be delayed until a plan of action is accepted by the District. The District staff has the authority to consider and accept or deny a plan of action.This plan of action may include but not be limited to a timeline for the repair, will the repair be completed before escrow closes, and proof that the repair is complete. The District may also agree to the buyer accepting the responsibilities of the repairs due to time of year as snow may cover the grounds. In such circumstances, a signed plan of action with a timeline and potential disciplinary actions will be included and signed by the buyer before the close of escrow. Should the buyer back out of the purchase of the property, the current owner will be responsible for the repairs of the lateral in time frame approved by the District. Failure to repair the damaged lateral shall be penalized per section 2.4

SECTION 3.4: CCTV INSPECTIONS BY THE DISTRICT

The District owns and operates a closed-circuit television (CCTV) inspection system for the purpose of inspecting, documenting, and maintaining the sewer mainline system. The CCTV system records video, photographs, date and time, and written descriptions of inspection locations. The District shall conduct inspections of sewer mainlines between manholes to identify defects requiring maintenance or repair, and to observe lateral connections from properties connected to the system.

The District shall identify defects, including but not limited to root intrusion, collapsed pipe sections, offset joints, line sagging, and any other condition that may impede the proper flow of wastewater to the wastewater treatment plant. The District may also document evidence of inflow and infiltration originating from private laterals by observing and recording flows entering the mainline.

Based on such evidence, District personnel may initiate further investigation of the subject property in accordance with Section 2.4. The District shall provide formal notice to the property owner prior to conducting any property inspection and shall

include a description of the identified issues along with supporting photographic documentation obtained through CCTV inspection

Section 5.2: BUILDING SEWERS AND CONNECTIONS.

[subsections a. – k. shall remain unchanged]

l. In order for a parcel to be removed from service once a connection has been create all of the following shall first be complete:

1) Any fixture esigned and intended to be connected to a sewer, such as but not limited to a sink or a flushing toilet or urinal, shall be completely dismantled and removed from the site;

2) The sewer lateral shall be capped at both ends to ensure that no site facilities can be used;

3) Evidence shall be provided that any future inflow and infiltration generated by site will not affect the Wastewater Treatment Plant;

4) Final inspection by appointment performed by authorized District staff (an inspection fee applies);

5) If the property owner provides documentation that the above conditions have been met to the District's satisfaction, the sewer service to the site shall be deemed ceased.

ARTICLE 4: VALIDITY AND SEVERABILITY

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If any provision, clause, sentence, or paragraph of this ordinance, or any application thereof to any person or circumstance, is held to be unconstitutional or otherwise invalid for any reason, such invalidity shall not affect the validity of the remainder of this ordinance which can be given effect without the invalid provision, clause, sentence, paragraph, or application. To this end, the provisions, clauses, sentences, and paragraphs of this ordinance are hereby declared to be severable. The Board of Directors hereby declare that they would have passed this ordinance, and each provision, clause, sentence, or paragraph thereof, irrespective of the fact that one or more provision, clause, sentence, or paragraph be declared invalid or unconstitutional.

ARTICLE 5: OPERATIVE DATE OF ORDINANCE

This ordinance shall become operative on and after July 1, 2026 or 30 days after adoption, whichever is later and shall remain in effect until June 30, 2027, and as of that date is repealed unless another ordinance adopted subsquently either extends or rescinds this ordinance or take effect before June 30, 2027. The Clerk shall cause this to be published as required by law.

ARTICLE 6. FEES UNCHANGED

Nothing in this Ordinance shall amend, alter, or modify the amount of any user fee, connection fee, installation fee, penalty amount, HE rate, or any other monetary charge

established in prior Ordinance No. 2119. All such fees remain in full force and effect

The above and foregoing ordinance was duly passed and adopted at a regular meeting of the Board of Directors of the Tehama County Sanitation District No. 1, State of California, at their meeting of _____, by the following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

_____
Chairperson of the Board of Directors
Tehama County Sanitation District No. 1

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Sanitation District No. 1, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an ordinance adopted by said Board of Directors on the ____day of _____, 2026.

Dated: This ____day of _____, 2026.

SEAN HOUGHTBY, County Clerk and ex-offico
Clerk of the Board of Directors of the Tehama County
Sanitation District No. 1, State of California

By _____
Deputy

A SUMMARY OF ORDINANCE NO. ___

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Ordinance No. ____ introduced for consideration by the Board of Directors of Tehama County Sanitation District No. 1.

The Ordinance amends portions of Ordinance 2119 and adds new provisions governing the administration, operation, use, and maintenance of wastewater collection and treatment services provided by Tehama County Sanitation District No. 1. Among other things, it authorizes the District, beginning in 2026, to establish or update annual service fees, connection fees, inspection fees, sewer capacity charges, and capping and abandonment fees by Board resolution, while stating that the ordinance itself does not change existing monetary amounts previously established under Ordinance 2119.

The Ordinance clarifies application requirements for sewer connections, billing and property merger rules, and owner responsibility for maintaining laterals and preventing inflow and infiltration. It establishes excess flow enforcement provisions, including notices, timelines for corrective action, possible higher user fees tied to hydraulic equivalents, and authority for the District to inspect private laterals from exterior access points with notice. It also creates CCTV inspection triggers for certain property transfers, major remodels, unpermitted work, and nuisance conditions; sets standards for valid inspections; and requires repair, replacement, or approved plans of action when defects are found.

The Ordinance also includes findings concerning wastewater system capacity, public health, environmental protection, fairness in enforcement, and exemption from review under the California Environmental Quality Act. It contains severability provisions and states that it becomes operative on July 1, 2026, or 30 days after adoption, whichever is later, and remains in effect until June 30, 2027, unless extended, rescinded, or superseded sooner. A certified copy of the full text of the Ordinance is available for review in the Office of the Tehama County Clerk, and if adopted, the Ordinance or a summary will be published as required by law.

Published: June 23, 2026, July 14, 2026, Red Bluff Daily News

Sean Houghtby, Clerk and Recorder

TEHAMA COUNTY SANITATION DISTRICT NO. 1

ORDINANCE No. 2119

AN ORDINANCE SUPERSEDING ALL PREVIOUS ORDINANCES AND PRESCRIBING REGULATIONS, USER FEES, AND INSTALLATION FEES

The Board of Directors of the Tehama County Sanitation District No.1 ordains as follows:

ARTICLE 1: Purpose and Authority

Pursuant to Health & Safety Code Section 4766, the Tehama County Sanitation District No. 1 may adopt and enforce ordinances and regulations not in conflict with general laws or the administration, operation, and use and maintenance of its facilities and services. Further, Pursuant to Health & Safety Code Section 5471, the Tehama County Sanitation District No. 1 may prescribe, revise and collect, fees, tolls, rates, rentals, or other charges for services and facilities furnished by it.

ARTICLE 2: Findings

The Board of Directors of the Tehama County Sanitation District No.1 hereby finds and declares the following:

A. More than thirteen years have passed since the rates have been revised and the dramatic rate of inflation require that they be increased.

B. Language regarding the maintenance of laterals is required to eliminate confusion.

C. The current state of the facilities furnished by the District and the commonly accepted use of CCTV inspection technology makes additional language regarding CCTV inspection necessary.

D. This ordinance is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment). In addition to the foregoing general exemptions, the following categorical exemption applies: section 15308 (actions taken as authorized by local ordinance to assure protection of the environment). There are no unusual circumstances under CEQA Guildline15300.2(c). Each exemption stands as a separate and independent basis for determining this ordinance is not subject to CEQA.

B. The Board determines that the enforcement of this Ordinance is essential.

ARTICLE 3: Tehama County Sanitation District No.1 Ordinances No.1 through No.15 and Ordinance No. 1911 are hereby superseded and repealed.

ARTICLE 4: An ordinance prescribing regulations, user fees, and installation fees for Tehama County Sanitation District No.1 is hereby enacted and shall read as follows:

CHAPTER 1

GENERAL RULES AND REGULATIONS

Section 1.1: DEFINITIONS. Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

"District Board of Directors" - shall mean the Tehama County Board of Supervisors acting on behalf of the District.

"Building sewer" - shall mean the extension from the building to the clean-out at the property line and is maintained by the property owner.

"District" – Tehama County Sanitation District No. 1.

"CCTV Inspection" shall mean the process whereby a video camera is placed into and run through the inside of a building sewer for the purpose of detecting defects, including but not limited to cracks, breaks, offset joints, roots, sags, leaks, and illegal cross-connections. The inspection shall be witnessed and reviewed by an authorized District representative to verify the building sewer complies with the requirements.

"Easement" - shall mean an acquired legal right for the specific use of land owned by others.

"Floatable oil" - is oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated, and the wastewater does not interfere with the collection system.

"Garbage" - shall mean the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

"Household Equivalent (HE)" - Term of measurement used to quantify water discharged to the system by each user. One HE equals 200 gallons per day, the amount of water discharged by the design household (single-family residential dwelling).

"Industrial wastes" - shall mean the wastewater from industrial processes, trade, or business as distinct from domestic or sanitary wastes.

"Lateral" - that segment of the sewer service pipe from the main line to the clean out at the property line.

"May" - is permissive (see "Shall").

"Natural outlet" - shall mean any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

"Person" - shall mean any individual, firm, company, association, society, corporation, or group.

"PH" - shall mean the logarithm (base 10) of the reciprocal of the hydrogen-ion activity. The concentration is the weight of hydrogen-ions, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10 (to the -7 power).

"Properly shredded garbage" - shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than½ inch (1.27 centimeters) in any dimension.

"Public sewer" - shall mean a common sewer controlled by a governmental agency or public utility.

"Sanitary sewer" - shall mean a sewer that carried liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

"Sewage" - is the spent water of a community. The preferred term is "wastewater".

"Sewer" - shall mean a pipe or conduit that carries wastewater.

"Shall" - is mandatory (see "May").

"Slug" - shall mean any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

"Storm drain" - shall mean a drain or pipeline for conveying water, groundwater, subsurface water, or unpolluted water from any source.

"Suspended solids" - shall mean total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

"Unpolluted water" - is water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

"Wastewater" - shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.

"Wastewater facilities" - shall mean the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

"Wastewater treatment works" - shall mean an arrangement of devices and structures for treating wastewater, industrial wastes, and sludge. Sometimes used as synonymous with "waste treatment plant' or "wastewater treatment plant" or "water pollution control plant".

"Watercourse" - shall mean a natural or artificial channel for the passage of water, either continuously or intermittently.

Section 1.2: GENERAL. Unless otherwise determined by the Board of Directors, all wastewater disposal services provided by Tehama County Sanitation District No.1 shall be made in accordance with these rules and regulations. Fees and charges noted herein shall be fixed and collected by the District to recover, in whole or in part, the cost of rendering a wastewater disposal service. The revenue obtained thereby is in addition to revenue obtained by the levy of taxes assessed for debt incurred to improve the wastewater facilities. Failure to comply with any provision of this ordinance may result in penalties or liens, as provided herein.

Section 1.3: BOUNDARIES. The boundaries of the Tehama County Sanitation District are as follows:

All that real property situated in the County of Tehama, State of California, being a portion of Section 25, Township 29 North, Range 3 East, M.D.M., and more particularly shown on that certain map entitled "Proposed Boundaries of Tehama County Sanitation District No. 1, Assessment District No. 1995-1, Tehama County, California". Said Map was filed August 8, 1995, in Book 1 of Maps of Assessment Districts at Page 46 in the office of the County Recorder of the County of Tehama, State of California.

Section 1.4: APPLICATION FOR SERVICE. Application for a building sewer connection permit and wastewater disposal service shall be made in writing on a form available at the District Office. The application shall include required application fees. No applicant will be denied service on the grounds of race, color, national origin, or sex.

Section 1.5: TENANTS. Upon the written request of the property owner, bills may be addressed to tenants for payment. The property owner remains responsible for payment of the bill.

Section 1.6: DAMAGE TO DISTRICT - OWNED EQUIPMENT. The cost to repair any damage occurring to pipes or other District equipment or property caused by a tenant or property owner, shall be charged to the property owner and is due and payable upon presentation by the District to the property owner or tenant of a bill therefor.

Section 1.7: EXTENSION OF SERVICE. Extensions of service to individuals, subdivisions, groups, or a community of users, shall be constructed at the sole expense of the person or entity applying for the extension, and shall meet or exceed minimum standards of design and construction of facilities, as outlined in the Tehama County Land Division Standards, and as required by the District Board of Directors. Plans and specifications shall be submitted to and approved by the District before any construction commences. Construction shall be done by a licensed contractor and construction shall

be inspected and approved by the District. Upon completion of the installation, appropriate easements or rights of way shall be conveyed to the District. An agreement shall be executed by the applicant, guaranteeing to the District all the construction for a period of one (1) year after the construction is accepted by the District, against defective design, defective material, and faulty workmanship. The agreement shall require a bond in the amount of one hundred percent (100%) of the estimated construction cost of the work done. The bond requirement may be waived by the District for minor extensions as defined by the District.

Section 1.8 MERGING OF PROPERTY. Merging of a property that has gone through the County Planning Department and County Surveyor shall be submitted to the District. Should the merging of properties with multiple dwellings occur, the District shall re-assess the HE of the newly merged property. If any dwelling with a sewer lateral is removed from a merged property, the associated sewer lateral must also be removed to prevent water infiltration to the sewer system. Proof of the sewer lateral removal and watertight capping at the main must be submitted to the District in order to have HE assessed for new sewer rates. Should the extra lateral stay in place, fees will continue as if that lateral is in service. Regardless of dwellings or structures on a property, if there is a sewer lateral connected to the main and can contribute to the system, a sewer fee will be assessed to the property owner.

Section 1.9 SUBDIVIDING OF A PROPERTY. Separate sewer connections are required for each separate building whether or not such building is on the same or a different lot or parcel of land. Exceptions may be made by the District where several single family, multi-family, commercial, or industrial units are constructed within several buildings on the same parcel of land, where the District determines that such land can be adequately served by a single private sewer main. If the land is later divided, then separate laterals shall be provided for each building or several buildings on each separate parcel of land or for each air space unit unless the private sewer main has been legally made the responsibility of the property or unit owner(s). Such property owner or owners' association will be responsible for construction, reconstruction, maintenance and repair, of the private sewer main. Such private sewer main shall be connected to the sewer main at a single location, and a manhole or clean out shall be provided on the private main at or near the point of connection with the sewer system, normally near the property line. All such private sewer mains and all such laterals thereto shall be installed at the expense of the property owner or developer. The property owner will be responsible for construction, reconstruction, maintenance, and repair. For private sewer mains, the property owner or owners' association shall apply for, and be responsible for, a single billing for the service. Where such connections preexist these regulations, they must be permitted until the sale of the parcel, at which time a separate lateral sewer shall be provided for the sold parcel.

CHAPTER 2

USER FEES AND CHARGES

Section 2.1: FEE SCHEDULE. Pursuant to Health and Safety Code Section 5471, annual fees and charges shall be collected from users inside and outside of the District for services and facilities furnished by the District. Service charges shall be as shown on the following Service Charge Schedule.

Service Charge Schedule

TYPE OF USES	HOUSEHOLD EQUIVALENT (HE)	CURRENT ANNUAL CHARGES	2022-2023 ANNUAL CHARGE	2023-2024 ANNUAL CHARGE	2024-2025 ANNUAL CHARGE	2025-2026 ANNUAL CHARGE	2026-2027 ANNUAL CHARGE
Single Family Dwelling (including Trailers)	1.0	$516.00	$774.00	$866.88	$936.24	$973.68	$993.12
Motels, Lodging, Each Room:							
*Toilet with sink	0.3	$154.80	$232.20	$260.06	$280.87	$292.10	$297.94
*Bath/Shower	0.1	$51.60	$77.40	$86.69	$93.62	$97.37	$99.31
Service Stations, Garages:							
*Each Public toilet with sink	0.4	$206.40	$309.60	$346.75	$374.50	$389.47	$397.25
*Each wash rack	0.2	$103.20	$154.80	$173.38	$187.25	$194.74	$198.62
*Each additional sink	0.3	$154.80	$232.20	$260.06	$280.87	$292.10	$297.94
. RV-Trailer Parks:							
*Each site with sewer hookup	0.4	$206.40	$309.60	$346.75	$374.50	$389.47	$397.25
*Bathhouse:							
-each toilet with sink	0.3	$154.80	$232.20	$260.06	$280.87	$292.10	$297.94
-each bath/shower	0.2	$103.20	$154.80	$173.38	$187.25	$194.74	$198.62
*Laundry	1.0	$516.00	$774.00	$866.88	$936.24	$973.68	$993.12
*Sanitary Dump Station	1.3	$670.80	$1,006.20	$1,126.94	$1,217.11	$1,265.78	$1,291.06
Tavern, Restaurant:							
*Each toilet with sink	0.4	$206.40	$309.60	$346.75	$374.50	$389.47	$397.25
*Each private toilet with sink	1.0	$516.00	$774.00	$866.88	$936.24	$973.68	$993.12
*Each additional sink	0.3	$154.80	$232.20	$260.06	$280.87	$292.10	$297.94

Service Charge Schedule

TYPE OF USES	EQUIVALENT	CURRENT ANNUAL CHARGES	2022-2023 ANNUAL CHARGE	2023-2024 ANNUAL CHARGE	2024-2025 ANNUAL CHARGE	2025-2026 ANNUAL CHARGE	2026-2027 ANNUAL CHARGE
Stores and Shops:							
*Each public toilet with sink	0.4	$206.40	$309.60	$346.75	$374.50	$389.47	$397.25
*Each private toilet with sink	0.3	$154.80	$232.20	$260.06	$280.87	$292.10	$297.94
*Each additional sink	0.3	$154.80	$232.20	$260.06	$280.87	$292.10	$297.94
Schools, Each toilet (includes sink)	1.0	$516.00	$774.00	$866.88	$936.24	$973.68	$993.12
Out of District Users:							
*Battle Creek Campground (USFS)	4.5	$2,322.00	$3,483.00	$3,900.96	$4,213.08	$4,381.56	$4,469.04
*Lassen Volcanic National Park (RV Sites)	4.0	$2,064.00	$3,096.00	$3,467.52	$3,744.96	$3,894.72	$3,972.48
*CalTrans Maintenance Station	4.0	$2,064.00	$3,096.00	$3,467.52	$3,744.96	$3,894.72	$3,972.48
*Church Camp (Assemblies of God)	10.2	$5,263.20	$7,894.80	$8,842.18	$9,549.65	$9,931.54	$10,129.82
*Lassen Volcanic National Park	32.5	$16,770.00	$25,155.00	$28,173.60	$30,427.80	$31,644.60	$32,276.40
MONTHLY CHARGES		$43.00	$64.50	$72.24	$78.02	$81.14	$82.76
PERCENT INCREASE		N/A	50.00%	12.00%	8.00%	4.00%	2.00%

Section 2:2: BILLING. All service charges for wastewater disposal services shall be based upon HE and shall be collected in advance, per Government Code Section 54347, not less than twice a year, by the District or its authorized representative on the bills provided therefore, along with any other applicable fees or penalties.

Bills are due and payable within ninety (90) days after the billing date. An initial penalty of fifty dollars ($50.00) plus twenty-four percent (24%) per annum may be charged if the bill is not paid within the due date. Unpaid fees for wastewater disposal service will be collected in accordance with the provisions of Government Code Section 25210.77f except that where reference is made to the Board of Supervisors it shall mean the Board of Directors of Tehama County Sanitation District No.1.

Section 2.2.1: WAIVER OF USER FEES. Any request by users to waive the annual fee or portion thereof will be considered by the District Board of Directors on a case-by-case basis.

Section 2.3: CONNECTION FEE. Pursuant to Health and Safety Code Section 5474, the original building sewer connection permit and inspection for any type of facility shall have a fee of Two Hundred Sixty Five Dollars ($265.00) and includes one inspection. Such fee shall be collected prior to establishing a hookup with the District System. The fee is used to cover the inspection of the connection and other administrative expenses in setting up the new account. Additional inspections will be at actual cost. The permit shall be valid for two years from date of issuance. Installation permits will be issued to only one (1) party for one (1) property on which a building permit or mobile home permit has been applied for with the Tehama County Building Department.

No person shall construct a sewer, or a lateral sewer, or make any connection with the sewer system without first obtaining a sewer connection permit from the District and paying the sewer connection fee and all other fees and charges required by resolution of the Board of Directors, and otherwise complying with all requirements under any regulations adopted under this section by the Board of Directors.

Sewer service shall not be provided to a building, and no sewer connection permit shall be issued, unless the District finds that all of the following are satisfied:

1. The applicant's real property to be served is located in the sewer boundaries.
2. The applicant has paid in full the applicable connection charge and any other applicable deposits, fees, and/or charges.
3. The applicant's real property to be served abuts an existing sewer main, or the applicant has entered into a sewer main line extension agreement with the District.
4. The District possesses adequate wastewater treatment capacity to serve the new development.
5. The applicant has complied with all other applicable provisions of this and other county ordinances resolutions and policies.

6. The County shall not issue any building permit for a building requiring sewer service until after, or concurrently with, the issuance of a sewer connection permit for that building.

7. The applicant's signature on an application for a sewer connection permit shall constitute an agreement to comply with such permit and all of the provisions, terms and requirements of this chapter and other ordinances, rules and regulations of the county, and with the plans and specifications approved by the county, if any, together with such corrections or modifications as may be made or permitted by the county if any. Such agreement shall be binding upon the applicant and may be altered only by the District upon the written request for the alteration from the applicant

8. The connection of the building sewer into the public sewer shall be made at the lateral or "T" branch, if such lateral "T" branch is available at a suitable location. Where no properly located "T" branch is available, a neat hole may be cut into the public sewer to receive the building or lateral sewer, with entry in the downstream direction at an angle of forty-five degrees. A wye saddle shall be used for the connection and in no case shall the pipe protrude inside the main sewer. A smooth, neat joint shall be made, and the connection made secure and watertight, including by encasement in concrete, if so determined by the District. The connection to the public sewer shall be made in the presence of the District and under his supervision and direction. Any cutting of sewer mains shall be done only by a licensed plumber, cost borne by applicant. Any damage to the sewer system shall be repaired at the cost of the applicant to the satisfaction of the District. All excavations for a lateral sewer installation shall be adequately guarded with barricades or lights so as to protect the public from hazard. Streets, sidewalks, parkways and other property damaged in the course of the work shall be restored in a manner satisfactory to the District.

9. Old lateral sewers may be used in connection with new buildings only when they are found, upon examination and test by the District, to meet all requirements of this chapter and the standard specifications

Section 2.4: EXCESS FLOW FEES. Any User who causes or allows discharges in excess of normal flows, as determined by the District, typical for the type of use served shall bear the costs for such excess flows. The costs for such excess flow shall be based on the number of HE and the User shall pay the current established HE rate per year per HE in addition to the user fee described in the Service Charge Schedule.

Lateral cleanouts provide the District the opportunity to check for excessive flow into the collection system. Infiltration leakage of 500 gallons per day (GPD), per inch in building sewer diameter, per mile of building sewer will be allowed. Infiltration leakage above these limits is considered excessive and users shall be penalized with a higher user fee. Therefore, based on leakage tests performed in conformance with District Standards, the user fee shall be increased at the rate of one HE For up to 200 GPD, two HE for up to

400 GPD, and so on, of building sewer infiltration leakage in excess of the allowed limits, with a maximum user fee of five times the normal rate based on the number of HE connected. The excess flow fees shall apply for one full year. At the end of one year, and upon correction of the excessive flow, the District will, if appropriate, adjust the rate back to the regular fee. If no corrections are made the higher user fee will continue for an additional year.

Lateral sewers shall be maintained by the owner of the property served, from the building being served up to the front property line, provided a cleanout accessible to maintenance forces is available. If a cleanout is not available, the owner shall maintain the lateral to its connection to the public main. All lateral sewers shall be tested by means approved by the District, in the presence of a District representative. All lines showing excessive leakage shall be repaired or replaced at the expense of the property owner and shall be done at the direction and to the satisfaction of the District.

Section 2.5: ASSESSMENT No. 1984-1. Upon application for connection, multiple lots that received one assessment from the Central Mineral Project Assessment District No. 1984-1 shall pay, in cash, an amount equal to the additional assessment which was not previously imposed as a special connection charge for each additional lateral connection.

Section 2.6: ASSESSMENT No. 1995-1. Upon application for connection, multiple lots that received one assessment from the Mineral Sewer Improvement Project Assessment District No. 1995-1 shall pay, in cash, an amount equal to the additional assessment, which was not previously imposed, as a special connection charge for each additional lateral connection.

Section 2.7: OUT OF DISTRICT FEES. New connections or increased HE made by out of District users will be considered by the District Board of Directors on a case-by-case basis and all out of district usage will be reviewed periodically. The annual service charge will be based on HE in the same manner as District residents. If the District experiences capacity problems, new out of district users or increased HE of current out or district users may be prohibited. Additional capacity charges may be assessed to these users.

CHAPTER 3

CCTV INSPECTIONS, PROCEDURES, AND REQUIREMENTS

SECTION 3.1: BUILDING CCTV INSPECTION TRIGGERS. Except as provided in subsection (b) of this Section, all building sewers for existing buildings including but not limited to those serving residential, multiple residential, commercial, and industrial properties that are connected to the public sewer shall pass a CCTV inspection as reviewed by an authorized District inspector, and at the property owner's expense when any of the following events occur:

(Subsection a) Inspection trigger events:

1. To properties prior to the close of escrow of the sale or, if there is no escrow, prior to recording the deed or the document transferring the title.
2. When obtaining a building permit for construction or remodel valued over $60,000.
3. When the District finds that unpermitted building sewer work has been completed at county sewer main connection.
4. When the District finds that the building sewer is a public nuisance.

(Subsection b) Exceptions. This section shall not apply:

1. To properties showing that the building was originally constructed 10 years or less before the anticipated date of sale.
2. To properties with a sewer repair permit approved by the District documenting that the building sewer was replaced in full within 10 years of the triggering event provided in subsection (a) of this Section before the anticipated date of sale.
3. To properties with CCTV inspection that was submitted to the county and shown that no defects, cracks, roots, or any infiltration is occurring within 5 years of the original date of the inspection.
4. To properties undergoing transfer to a bank due to foreclosure.

SECTION 3.2: CCTV INSPECTION PROCEDURES AND REQUIREMENTS. The following procedures shall be followed and requirements met:

1. All building sewers shall be inspected by the District unless the property owner presents satisfactory proof to the District that the property has had valid CCTV inspection completed within 5 years of original date.
2. The property owner shall submit a video recording of the building sewer inspection to the District for review. At the beginning of such video, the qualified contractor shall state the address of the property and take a photograph of the home that the property owner shall submit to the District with the video.
3. The District will maintain written procedures for CCTV inspections. The procedures shall be made available upon request

SECTION 3.3: VALID CCTV SEWER INSPECTION REQUIREMENT. CCTV inspections must verify the following:

1. The building sewer is free of roots, grease deposits, and other solids which may impede or obstruct the transmission of sewage.
2. There are no improper or illegal connections to the building sewer such as sump pumps, down spouts, or area drainage facilities.
3. All joints in the building sewer are tight and sound to prevent the exfiltration of sewage and the infiltration of groundwater, storm water, and/or rainwater

4. The building sewer is free of structural defects, cracks, breaks, or missing portions and the grade is reasonably uniform without major sags or offsets.

Upon completion of repairs to the building sewer, the current property owner shall have another CCTV inspection conducted to verify the conditions set forth in this Section or other test parameters may be conducted for partial or full building sewer replacement.

All costs for inspections, tests, and repair or replacement of the building sewer shall be the responsibility of the building or property owner, including all additional permits prior to commencement of construction.

All work shall be done to the satisfaction of authorized District staff, in accordance with all state laws and all District ordinances, standard drawings, standard specifications, and regulations.

CHAPTER 4

DISTRICT SEWAGE DISPOSAL SYSTEMS

Section 4.1: INDIVIDUAL SEWAGE DISPOSAL SYSTEMS. The District collection System and Treatment Works are the only approved sewage disposal systems. Septic Tanks and Leach Fields are not allowed to exist within the District Boundaries. It shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater within the District boundaries. All land uses that generate sewage shall connect to the Tehama County Sanitation District No.1 Sewerage System, and all septic tank and leach field systems shall be properly abandoned.

CHAPTER 5

WASTEWATER SEWAGE DISPOSAL SERVICE

Section 5.1: MANDATORY USE OF PUBLIC SEWERS.

a. It shall be unlawful for any person to place, deposit, or permit to be deposited in any insanitary manner on public or private property within the District or in any area under the jurisdiction of the District, any human or animal excrement, garbage, or objectionable waste.

b. It shall be unlawful to discharge to any natural outlet within the District which provides sewage disposal services or in any area under the jurisdiction of said District, any wastewater, or other polluted waters.

c. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the District which provides sewage. disposal services and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sanitary sewer of the District, is

hereby required at the owner's expense to connect such buildings directly to the proper public sewer in accordance with the provisions of this Ordinance, within ninety (90) days after the date of official notice to do so. The District may authorize an extension of this deadline where justified.

d. No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the health officer.

Section 5.2: BUILDING SEWERS AND CONNECTIONS.

a. No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof in the District without first obtaining a written permit from the District.

b. To obtain a building sewer connection permit, the owner(s) or owner's agent shall make application on a special form furnished by the District. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the District. A connection fee, as set by Section 2.3, for building sewer connection permit shall be paid to the District at the time the application is filed.

c. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

d. A separate and independent building sewer shall be provided for every facility to be served; except where otherwise permitted by the District.

e. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the District, to meet all requirements of this Ordinance.

f. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the District and the County. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice #9, shall apply.

g. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

h. No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer which in tum is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the District for purposes of disposal of polluted surface drainage.

i. The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the District and the County. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the District before installation.

j. The applicant for the building sewer connection permit shall notify the District when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the District or their representative. The building sewer shall be inspected prior to backfilling.

k. All excavations for building sewer installation shall be adequately guarded with reflective barricades so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District.

Section 5.3: LIMITATION ON USE OF THE PUBLIC SEWERS.

a. No person(s) shall discharge or cause to be discharged any of the following described waters or wastes to any sewers provided by the District:

1. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

2. Any waters containing toxic or poisonous solids, liquids, or gasses in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.

3. Any waters or wastes having a pH lower than (5.5) or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works.

4. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

b. The following described substances, materials, waters, or waste shall be limited in discharges to sanitary sewer systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The District may set limitations lower than the limitations established in the regulations below if in their opinion such more severe limitations are

necessary to meet the above objectives. In forming their opinion as to the acceptability, the District will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the District are as follows:

1 Wastewater having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius).

2 Wastewater containing more than 25 milligrams per liter of petroleum oil, non-biodegradable cutting oils, or product of mineral oil origin.

3 Any garbage that has not been properly shredded. Garbage grinders maybe connected to sanitary sewers from homes, motels, restaurants, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.

4 Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the District for such materials.

5 Any waters or wastes containing odor-producing substances exceeding limits which may be established by the District.

6 Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the District in compliance with applicable state or federal regulations.

7 Quantities of flow, concentrations, or both which constitute a "slug" as defined herein.

8 Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plan effluent cannot meet the requirements of other agencies having jurisdiction over such discharge.

9 Any water or wastes which, by interaction with other waters or wastes in the public sewer system, releases toxic gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

c. If any waters or wastes are discharged or are proposed to be discharged to the public sewers in the District, which waters contain the substances or possess the

characteristics enumerated in Section 4.3, and which in the judgment of the District, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the District may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover added costs of handling and treating the wastes not covered by existing sewer charges.

When considering the above alternatives, the District shall give consideration to the economic impact of each alternative on the discharger. If the District permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the District.

d. Grease, oil, and sand interceptors shall be provided when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal for review by the District. Any removal and hauling of the collected materials not performed by owner(s) personnel, must be performed by currently licensed waste disposal firms.

e. Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

f. The District may require a user of sewer services to provide information needed to determine compliance with this Ordinance. These requirements may include:

1. Wastewaters discharge peak rate and volume over a specified time period.
2. Chemical analyses of wastewaters.
3. Information on raw materials, processes, and products affecting wastewater volume and quality.
4. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.

5. A plot plan of sewers on the user's property showing sewer and pretreatment facility location.

6. Details of wastewater pretreatment facilities.

7. Details of systems to prevent and control the losses of materials through spills to the District's sewer.

g. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Ordinance shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater", published by the American Public Health Association. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to approval by the District.

Section 5.4: DAMAGE TO WASTEWATER FACILITIES. No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person(s) violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Section 5.5: POWERS AND AUTHORITY OF INSPECTORS.

a. Upon prior notification to the occupant the District's duly authorized representatives shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the District sewer system in accordance with the provisions of this Ordinance.

b. While performing the necessary work on private properties referred to in Subsection a, above, the District's duly authorized representatives shall observe all safety rules applicable to the premises established by the owner, and the owner shall be held harmless for injury or death to the District's employees or County employees, and the District shall indemnify the owner against loss or damage to its property by District's employees or County employees and against liability claims and demands for personal injury or property damage asserted against the owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the owner to maintain safe conditions.

c. The District's duly authorized representatives shall be permitted to enter all private properties through which the District holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

Section 5.6: PENALTIES.

a. Any person found to be violating any provision of this Ordinance shall be served by the District with written notice stating the nature of the violation and providing a

reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

b. Any person who shall continue any violation beyond the time limit provided for in this Ordinance, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding Five Hundred ($500.00) Dollars for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

c. Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss, or damage incurred by the District by reason of such violation.

Section 5.7: VALIDITY.

If any provision, clause, sentence, or paragraph of this ordinance, or any application thereof to any person or circumstance, is held to be unconstitutional or otherwise invalid for any reason, such invalidity shall not affect the validity of the remainder of this ordinance which can be given effect without the invalid provision, clause, sentence, paragraph, or application. To this end, the provisions, clauses, sentences, and paragraphs of this ordinance are hereby declared to be severable. The Board of Directors hereby declare that they would have passed this ordinance, and each provision, clause, sentence, or paragraph thereof, irrespective of the fact that one or more provision, clause, sentence, or paragraph be declared invalid or unconstitutional.

ARTICLE 5: This ordinance shall become operative on and after May 26, 2022 or 30 days after adoption, whichever is later. The Clerk shall cause this to be published as required by law..

The above and foregoing ordinance was duly passed and adopted at a regular meeting of the Board of Directors of the Tehama County Sanitation District No. 1, State of California, at their meeting of APRIL 26, 2022, by the following vote:

AYES: MOULE, LEACH, GARTON, WILLIAMS.
NOES: NONE.
ABSENT OR NOT VOTING: CARLSON.

Bill Moule
Vice- Chairperson of the Board of Directors
Tehama County Sanitation District No. 1

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, JENNIFER A. VISE, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Sanitation District, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an ordinance adopted by said Board of Directors on the 26 day of APRIL, 2022.

Dated: This 28 day of APRIL, 2022.

JENNIFER A. VISE, County Clerk and ex-offico
Clerk of the Board of Directors of the Tehama County
Sanitation District No. 1, State of California

By Rachael Walts
Deputy

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Sanitation

Vendor Name: Board of Supervisors

Document Description: Ordinance – Amend Sanitation Ord. 2119

APPROVED AS TO FORM:

Date: 6/2/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0984 **Agenda Date:** 6/16/2026 **Agenda #:** 51.

SANITATION DISTRICT NO. 1 - Interim Director Tom Provine

Requested Action(s)
a) ORDINANCE - Consider adoption of the proposed Ordinance, an uncodified ordinance superseding all previous ordinances, prescribing regulations and establishing fees.

1) Waive the first reading
2) Accept the introduction

Financial Impact: There is no financial impact associated with this item. No new fees are being imposed this fiscal year.

Background Information:
This Ordinance is for the sole purpose of consolidating and renumbering past ordinances to provide clarification and ease of access and understanding for the public. The Ordinance authorizes the District to inspect sewer mainlines for evidence of defects, or inflow and infiltration and, when necessary, further investigate private laterals when such evidence is identified to determine the necessary actions to abate said inflow and infiltration. It provides an administrative appeal process for property owners and ratepayers affected by District decisions.

TEHAMA COUNTY SANITATION DISTRICT NO. 1

ORDINANCE No. --

AN UNCODIFIED ORDINANCE SUPERSEDING ALL PREVIOUS ORDINANCES, PRESCRIBING REGULATIONS AND ESTABLISHING FEES

The Board of Directors of the Tehama County Sanitation District No.1 ordains as follows:

ARTICLE 1: Purpose and Authority

Pursuant to Health & Safety Code Section 4766, the Tehama County Sanitation District No. 1 may adopt and enforce ordinances and regulations not in conflict with general laws or the administration, operation, and use and maintenance of its facilities and services. Further, Pursuant to Health & Safety Code Section 5471, the Tehama County Sanitation District No. 1 may prescribe, revise and collect, fees, tolls, rates, rentals, or other charges for services and facilities furnished by it. This Ordinance is adopted solely for the purpose of consolidating past ordinances and renumbering to create greater clarification of previously adopted laws and is not intended to alter the substance of any currently effective ordinances.

ARTICLE 2: Findings

The Board of Directors of the Tehama County Sanitation District No.1 hereby finds and declares the following:

A. Over time, the District has adopted multiple ordinances, resolutions, and amendments governing wastewater services, user responsibilities, service fees, inspections, and enforcement. These provisions remain valid and enforceable but are currently dispersed across multiple documents with inconsistent numbering and formatting.

B. The Board finds that the existence of multiple ordinances and amendments has created unnecessary complexity, duplication, and confusion for District ratepayers, property owners, staff, and the public regarding applicable requirements, responsibilities, and procedures.

C. This Ordinance is intended solely to consolidate, reorganize, renumber, and restate previously adopted and currently effective provisions into a single, unified ordinance for greater clarity, transparency, and ease of use. This Ordinance does **not** create new regulatory requirements, eliminate existing rights, or alter the substantive meaning or legal effect of any previously adopted ordinance provisions.

D. The Board expressly finds that this Ordinance does not establish new fees, increase or decrease existing fees, modify service levels, expand enforcement authority, or change substantive District policy. All fee amounts, obligations, and standards remain as previously adopted and are merely restated or relocated for organizational purposes.

E. The Board finds that consolidating and renumbering the District's ordinances into a single, coherent structure will improve readability, accessibility, and understanding for ratepayers and property owners, reduce misinterpretation, and facilitate voluntary compliance with District regulations.

F. Adoption of this Ordinance will promote administrative efficiency, consistent enforcement, and uniform interpretation of District regulations by staff, legal counsel, the Board, and affected property owners.

G. This Ordinance is adopted pursuant to the authority granted to the District under California Health and Safety Code sections 4766, 5471, 5474, and other applicable provisions of law, and is consistent with the District's existing powers and responsibilities.

H. The Board finds that this Ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060(c)(2) and 15061(b)(3) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment. The Ordinance is also categorically exempt under section 15308 as an action taken to assure the protection of the environment. No unusual circumstances exist that would preclude application of these exemptions.

I. The Board finds that adoption of this Ordinance is in the best interests of the District, its ratepayers, and the public by enhancing transparency, predictability, and ease of compliance while preserving all existing regulatory requirements.

ARTICLE 3: Tehama County Sanitation District No.1 Ordinance No. 2119 and subsequent amendments are hereby repealed and the following ordinance prescribing regulations, user fees, and installation fees for Tehama County Sanitation District No.1 is hereby enacted and shall read as follows:

CHAPTER 1

GENERAL RULES AND REGULATIONS

Section 1.1: DEFINITIONS. Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

"Board" shall mean the Tehama County Board of Supervisors who are ex-officio the Board of Directors for Tehama County Sanitation District No.1.

"Building sewer" shall mean the extension from the building to the clean-out at the property line and is maintained by the property owner.

"District" Tehama County Sanitation District No. 1.

"CCTV Inspection" shall mean the process whereby a video camera is placed into and run through the inside of a building sewer for the purpose of detecting defects, including but not limited to cracks, breaks, offset joints, roots, sags, leaks, and illegal cross-connections. The inspection shall be

witnessed and reviewed by an authorized District representative to verify the building sewer complies with the requirements.

"Easement" shall mean an acquired legal right for the specific use of land owned by others.

"Household Equivalent (HE)" shall mean the term of measurement used to quantify water discharged to the system by each user. One HE equals 200 gallons per day, the amount of water discharged by the design household (single-family residential dwelling).

“Inflow and infiltration” shall mean unwanted water that enters wastewater facilities and is not wastewater from normal household, commercial, or industrial use.

"Lateral" shall mean a segment of the sewer service pipe from the main line to the clean out at the property line.

"May" means permissive (see "Shall").

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Shall" means mandatory (see "May").

"Wastewater" or “sewage” shall mean the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any groundwater, surface water, and storm water that may be present.

"Wastewater facilities" shall mean the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

"Wastewater treatment works" or "wastewater treatment plant" shall mean an arrangement of devices and structures for treating wastewater, industrial wastes, and sludge.

Section 1.2: GENERAL. Unless otherwise determined by the Board, all wastewater disposal services provided by Tehama County Sanitation District No.1 shall be made in accordance with these rules and regulations. In addition to any other criminal or civil ramifications, violations of any provision of this ordinance shall result in penalties or liens as provided herein.

Section 1.3: BOUNDARIES. The boundaries of the Tehama County Sanitation District are as follows:

All that real property situated in the County of Tehama, State of California, being a portion of Section 25, Township 29 North, Range 3 East, M.D.M.,

and more particularly shown on that certain map entitled "Proposed Boundaries of Tehama County Sanitation District No. 1, Assessment District No. 1995-1, Tehama County, California". Said Map was filed August 8, 1995, in Book 1 of Maps of Assessment Districts at Page 46 in the office of the County Recorder of the County of Tehama, State of California.

Section 1.4: APPLICATION FOR SERVICE. Application for a building sewer connection permit and wastewater disposal service shall be made in writing on a form available at the District Office. The application shall not be deemed complete until the connection fee as described in Section 2.3 below is paid in full. No applicant will be denied service on the grounds of race, color, national origin, or sex.

The permit for the installation of a non-existing sewer and/or lateral sewer shall be valid for constructing the new connection for two years from date of issuance. Installation permits will be issued to only one (1) party for one (1) property on which a building permit or mobile home permit has been applied for with the Tehama County Building Department.

No person shall construct a sewer, or a lateral sewer, or make any connection with the sewer system without first obtaining a sewer connection permit from the District and paying the sewer connection fee and all other fees and charges required by resolution of the Board, and otherwise complying with all requirements under any regulations adopted under this section by the Board.

Sewer service shall not be provided to a building, and no sewer connection permit shall be issued, unless the District finds that all of the following are satisfied:

1. The applicant's real property to be served is located in the sewer boundaries.
2. The applicant has paid in full the applicable connection charge and any other applicable deposits, fees, and/or charges.
3. The applicant's real property to be served abuts an existing sewer main, or the applicant has entered into a sewer main line extension agreement with the District.
4. The District possesses adequate wastewater treatment capacity to serve the new development.
5. The applicant has complied with all other applicable provisions of this and other county ordinances resolutions and policies.
6. The District shall not issue a sewer connection permit for any new structure unless it is applied for concurrently with a County building permit. No sewer service shall be permitted until a building permit with the County has been applied for.

7. The applicant's signature on an application for a sewer connection permit shall constitute an agreement to comply with such permit and all of the provisions, terms and requirements of this chapter and other ordinances, rules and regulations of the county, and with the plans and specifications approved by the county, if any, together with such corrections or modifications as may be made or permitted by the county if any. Such agreement shall be binding upon the applicant and may be altered only by the District upon the written request for the alteration from the applicant

8. The connection of the building sewer into the public sewer shall be made at the lateral or "T" branch, if such lateral "T" branch is available at a suitable location. Where no properly located "T" branch is available, a neat hole may be cut into the public sewer to receive the building or lateral sewer, with entry in the downstream direction at an angle of forty-five degrees. A wye saddle shall be used for the connection and in no case shall the pipe protrude inside the main sewer. A smooth, neat joint shall be made, and the connection made secure and watertight, including by encasement in concrete, if so determined by the District. The connection to the public sewer shall be made in the presence of the District and under his supervision and direction. Any cutting of sewer mains shall be done only by a licensed plumber and the cost shall be borne by applicant. Any damage to the sewer system shall be repaired at the cost of the applicant to the satisfaction of the District. All excavations for a lateral sewer installation shall be adequately guarded with barricades and/or lights, as required by the District, so as to protect the public from hazard. Streets, sidewalks, parkways and other property damaged in the course of the work shall be restored in a manner satisfactory to the District.

9. Old lateral sewers may be used in connection with new buildings only when they are found, upon examination and test by the District, to meet all requirements of this chapter and the standard specifications

Section 1.5: TENANTS. Upon the written request of the property owner, bills may be addressed to tenants for payment if the District is submitting an invoice to the ratepayer by mail. The manner for doing so is by completing and submitting the appropriate form, which can be requested from the District. The property owner remains responsible for payment of the bill. The property owner is responsible for collecting from tenants any fees that the Board has elected to collect on the tax roll.

Section 1.6: DAMAGE TO DISTRICT - OWNED EQUIPMENT. The cost to repair any damage occurring to pipes or other District equipment or property caused by a ratepayer, shall be charged to the property owner and is due and payable upon presentation by the District of a bill to the ratepayer.

Section 1.7: EXTENSION OF SERVICE. Extensions of service to individuals, subdivisions, groups, or a community of users, shall be constructed at the sole

expense of the person or entity applying for the extension, and shall meet or exceed minimum standards of design and construction of facilities, as outlined in the Tehama County Land Division Standards, and as required by the Board. Before any construction is permitted to commence, the applicant shall submit plans and specifications to the District and execute an agreement guaranteeing to the District all the construction for a period of one (1) year after the construction is accepted by the District, against defective design, defective material, and faulty workmanship. The agreement shall require a bond in the amount of one hundred percent (100%) of the estimated construction cost of the work done. The bond requirement may be waived by the District for minor extensions as defined by the District on a case by case basis. A Bond Waiver application can request from the District Office. Construction shall be done by a licensed contractor and construction shall be inspected and approved by the District. Upon verification and approval by the District that the above steps have been successfully completed, the applicant shall be permitted to commence construction of the installation. Upon completion of the installation, appropriate easements or rights of way shall be conveyed to the District.

Section 1.8 MERGING OF PROPERTY. A property owner that has submitted a request for merging properties to the County Planning Department and County Surveyor shall, prior to or concurrently with such submission, submit the proposed merger to the District.

1. Should the merging of properties with multiple dwellings occur, the District shall re-assess the HE of the newly merged property. Any increase in the sewer fee caused by the merger that is not paid to the District within 90 days shall be added to that property's next tax roll.
2. If any dwelling with a sewer lateral is removed from a merged property, the associated sewer lateral must also be removed to prevent water infiltration to the sewer system.
    a. Proof of the sewer lateral removal and watertight capping at the main must be submitted to the District in order to have HE assessed for new sewer rates.
    b. Work done at mainline connection shall be done by a licensed plumber.
    c. Should the extra lateral stay in place, fees will continue as if that lateral is in service. Regardless of dwellings or structures on a property, if there is a sewer lateral connected to the main and can contribute to the system, a sewer fee will be assessed to the property owner.
    d. A non-refundable inspection fee is required when merging a property, removing a lateral, and capping the lateral at the sewer mainline.

Section 1.9 SUBDIVIDING OF A PROPERTY. Separate sewer connections are required for each separate building whether or not such building is on the same or

a different lot or parcel of land. Exceptions may be made by the District where several single family, multi-family, commercial, or industrial units are constructed within several buildings on the same parcel of land, where the District determines that such land can be adequately served by a single private sewer main. If the land is later divided, then separate laterals shall be provided for each building or several buildings on each separate parcel of land or for each air space unit unless the private sewer main has been legally made the responsibility of the property or unit owner(s). Such property owner or owners' association will be responsible for construction, reconstruction, maintenance and repair, of the private sewer main. Such private sewer main shall be connected to the sewer main at a single location, and a manhole or clean out shall be provided on the private main at or near the point of connection with the sewer system, normally near the property line. All such private sewer mains and all such laterals thereto shall be installed at the expense of the property owner or developer. The property owner will be responsible for construction, reconstruction, maintenance, and repair. For private sewer mains, the property owner or owners' association shall apply for, and be responsible for, a single billing for the service by completing and submitted the appropriate form which can be can be requested from the District. Where such connections preexist these regulations, they must be permitted until the sale of the parcel, at which time a separate lateral sewer shall be provided for the sold parcel.

CHAPTER 2

USER FEES AND CHARGES

Section 2.1: FEE SCHEDULE. Pursuant to Health and Safety Code Section 5471, the District has imposed on each parcel that receives sewer service from the District an annual fee for that service. The District shall establish or alter the amount of that annual service fee by resolution of the Board.

The annual service fee is a sewer assessment in nature and designed to recover from ratepayers for services and facilities furnished by the District.

Section 2:2: BILLING. All service charges for wastewater disposal services shall be based upon HE and may be collected in advance, per Government Code Section 54347, not less than twice a year, by the District or its authorized representative on the bills provided therefore, along with any other applicable fees or penalties. The annual service fee shall be due on the date specified by the District but no sooner than 90 days after the mailing of the invoice to the ratepayer. Alternatively, the District Board may elect to collect the service charges on the tax roll in the same manner and at the same time as general property taxes by adopting a resolution electing to do so and describing the process for submission of an annual report to the Clerk of the Board.

If the Board elects to collect fees on the tax roll, a written report shall be filed with the clerk each year which shall contain a description of each parcel using sewer services and facilities and the amount of the charge for the subsequent calendar year. Upon receipt of the report, the clerk shall set a time and place of a public hearing pursuant to H&S Code Section 5473.1 and publish notice for the public hearing pursuant to Government Code Section 6066. The Report shall be filed with the clerk and the public hearing shall be set with sufficient time for the Board to consider the report and make a decision so that the County Auditor can receive the report before August 10. Ideally, the report shall be filed before June 1 and the public hearing shall be held before July 15.

Section 2.2.1: PENALTY WAIVERS. Penalty waivers are only available when the invoices are mailed to ratepayers and not collected on the annual tax roll and they are awarded on a case-by-case basis. ~~An application for a penalty waiver be requested from the District.~~ Penalty waiver application forms, may be requested from the District Office.

Section 2.2.2: INSTALLMENT PLANS. Installment plans are only available when the invoices are mailed to ratepayers and not collected on the annual tax roll and they are awarded on a case-by-case basis. Installment plan application forms, may be requested from the District Office.

In the event of a default on an awarded installment plan, the penalty shall be as follows: Full remaining balance will be due within 30 days of default date. An initial penalty of fifty dollars ($50.00) plus ten percent (10%) per annum may be charged

Commented [DP1]: This should have the same language as section 2.2.2. I also included a rough draft form for review to ass as an exhibit.

Commented [DK1R2]: Changing this language to match 2.2.2 makes sense. We should make clear that if it is on the tax roll, there will be no waiver of penalties. If a tax payment is late there will be penalties and interest.

Commented [DP1R3]: Please see changes.

Commented [DP2]: I have included a rough draft form for review to add as an exhibit.

if the bill is not paid within 30 days of default date and will not be awarded any future installment plan for 2 calendar years from the date of default.

Section 2.2.3: LIENS. Liens: In the event of nonpayment for 1 (one) calendar year, the Board may record a lien on the parcel where services are provided.

Section 2.2.4: WAIVER OF USER FEES. Any ratepayer may appeal to the Board for a reconsideration of the annual fee or portion thereof. The appeal will be considered by the District Board of Directors on a case-by-case basis after the District has received the User Fee Waiver application located at the District.

Section 2.3: CONNECTION FEE. The District shall establish by resolution, and may update by resolution from time to time, a connection fee pursuant to Health and Safety Code Section 5474. The fee is used to cover the inspection of the connection and other administrative expenses in setting up the new account. This fee will contemplate only one inspection and if additional inspections are necessary they will be an additional cost. All inspections, construction, and repairs to laterals connecting to the main line are at the expense of the property owner. All fees related to a new connection shall be paid in full before sewer service will be permitted to begin.

Section 2.3.1 INSPECTION FEE The District shall establish by resolution, and may update by resolution from time to time, an inspection fee pursuant to Health and Safety Code Section 5471.

Section 2.4: EXCESS FLOW FEES. Any User who causes or allows discharges in excess of normal flows, as determined by the District, typical for the type of use served shall bear the costs for such excess flows. The costs for such excess flow shall be based on the number of HE and the User shall pay the current established HE rate per year per HE in addition to the user fee described in the Service Charge Schedule.

Lateral sewers shall be maintained by the owner of the property served, from the building being served up to the property line, provided a cleanout accessible to maintenance forces is available. If a cleanout is not available, the owner shall maintain the lateral to its connection to the public main.

Laterals are to be maintained and in good working conditions to not allow rain runoff, ground water, or other forms of water to enter the closed system as the District is not designed to handle these excess flows. All lateral sewers shall be tested by means approved by the District, in the presence of a District representative. All lines showing excessive leakage shall be repaired or replaced at the expense of the property owner and shall be done at the direction and to the satisfaction of the District. Infiltration leakage found by the District will be assessed for its impacts on the Wastewater Treatment Plant's treatment and holding capacity. Upon a determination that a ratepayer's infiltration leakage will have a

Commented [DP3]: How do liens work for the tax roll?

Commented [DK3R2]: I would leave this alone. If it is on the tax roll and they don't pay it, then the tax payment is considered delinquent. This should be included as part of the secured roll which means that if they don't pay for five years, the Tax Collector will sell the property. Also, because we are a Teeter County, the District will get paid the full amount and assign the rights to collect to the County. Maybe we should have a phone call with Parker about this?

Commented [DP3R3]: I do remember that about the tax roll now that you say it. It has been a few years since I wore that hat. I think it will be fine if we just leave this be.

Commented [DP4]: This should be the appeal form?

Commented [DK4R2]: That makes sense, Just allow all of these to be appealed. One thing you could think about doing is sending appeals to a Hearing Officer instead of sending it to the Board. Flood appears to be heading in that direction it wouldn't be that hard to add these appeals to the Contract we'll have to have with the Hearing Officer. Also, if you combined all these waiver requests into a single appeal form it might make yours and the customer's lives easier. Just a thought.

Commented [DP4R3]: I think it would be easier to keep the BOS appeals and the District appeals separate. I don't want something to not end up going to the BOS on accident. Also, I'm thinking we handle these without a Hearing Officer at least for now. I anticipate there being less than a handful per year.

negative impact on the District's ability to treat and hold wastewater, the District will provide the ratepayer with a Notice of Excessive Infiltration Leakage.

Infiltration leakage deemed to have a negative impact on the District's ability to treat and hold wastewater shall be penalized with a higher user fee. The higher user fee shall be increased at the rate of one HE for infiltration leakage in excess of the permitted amount up to 200 GPD, two HE for up to 400 GPD, and so on, with a maximum user penalty increasing the overall annual fee no more than five times the normal rate for that ratepayer.

The excess flow penalty shall apply for a full year and will be included in the next soonest tax roll report. A ratepayer can avoid having the excess flow fees imposed if all of the following are accomplished within 180 days of issuance of the Notice of Excessive Infiltration Leakage.

1. A written plan submitted within 30 days of this letters date. The plan can be in email or submitted by mail.
2. The owner will have 90 days from the submitted plan to provide that actions are be taken to repair the lateral. This includes submitting estimates from a contractor, attempt to hire a contractor, planned date repair, proof of supplies purchased, and equipment rental estimates. The repair completion shall not exceed 2 calendar years from the date of this letter. Failure to complete the repairs shall increase sewer fees outline in section 2.4.
3. Notice to the District with proof that the repair is starting and estimated date of completion. An inspection is required to ensure that all repairs are done in accordance with all federal, state, and local laws including all applicable District ordinances.
4. The District shall take into account the following circumstances: weather conditions, time of year for travel, snow on the ground, distance of travel, availability of supplies, availability of contractors, or other circumstances provided by the owners with approval from the District staff. Extensions may only be granted for listed circumstances and will be outlined to the owner.

Upon correction of the excessive flow, the District will, if appropriate, adjust the rate back to the regular fee. If no corrections are made the higher user fee will continue for each year thereafter.

Access to Properties for Sewer Lateral inspection: The District (or any designated representative thereof) is hereby authorized to inspect private sewer laterals with 24-hour advance notice to the owner for the following purposes:

(a) To determine the size, depth, and location of any sewer connection.

(b) To determine the end outlet of any sewer connection by depositing harmless testing materials in any plumbing fixture attached thereto and flushing the same, if necessary.

(c) To determine, by measurements and samples, the quantity and nature of the sewage or wastewater being discharged.

(d)To determine the location of the roof, swimming pool, hot tub, floor drains, mechanical pumps and surface drains, and whether or not they physically connect to a sewer.

(e) To assess the condition of the lateral where he/she suspects that the lateral may be allowing inflow or infiltration.

Nothing herein shall be deemed to provide the District with any right or authority to enter a building or other apparently private or interior area of a real property. The lateral inspection will be conducted from the exterior lateral cleanout. If such a cleanout is not accessible from the exterior, the District will contact the owner for accommodations.

Section 2.5: ASSESSMENT No. 1984-1. Upon application for connection, multiple lots that received one assessment from the Central Mineral Project Assessment District No. 1984-1 shall pay an amount equal to the additional assessment which was not previously imposed as a special connection charge for each additional lateral connection.

Section 2.6: ASSESSMENT No. 1995-1. Upon application for connection, multiple lots that received one assessment from the Mineral Sewer Improvement Project Assessment District No. 1995-1 shall pay an amount equal to the additional assessment, which was not previously imposed, as a special connection charge for each additional lateral connection.

Section 2.7: OUT OF DISTRICT FEES. New connections or increased HE made by out of District users will be considered by the District Board of Directors on a case-by-case basis and all out of district usage will be reviewed periodically. The annual service charge will be based on HE in the same manner as District residents. If the District experiences capacity problems, new out of district users or increased HE of current out or district users may be prohibited. Additional capacity charges may be assessed for these users.

Section 2.8: SEWER CAPACITY CHARGE. The District shall establish by resolution, and may update by resolution from time to time, a sewer capacity which shall be applied to all future new residential sewer connections. This fee is for the maintenance and depreciation of equipment as well as the impact fee for the extra flow the plant will handle. Commercial buildings and multi-dwelling units including condominiums, duplex or larger, and apartments will be assessed at the appointed HE for the property. Properties that were once connected to the sewer system

and went through the process of removing or capping their lateral will also be charged the sewer capacity charge as a reconnection fee.

Section 2.9: CAPPING AND ABANDONMENT FEES:

1. All capping or abandonment of laterals must be approved by the sanitation Board to ensure that there is no leakage. Each request will be assessed on a case-by-case basis. Without approval from the Board, all sewer fees will continue.
2. All capping or abandonment request must be in writing and the appropriate form must be completed before consideration moves forward to the Board.
3. All capping and abandonment requests require that no dwelling be located on the property. Storage sheds with no plumbing will be exempt. An inspection shall be necessary if the property owner is disputing the service charges. A connected lateral for the use of a trailer or RV is still considered to be working plumbing and fees will continue.
4. All capping and abandonment work at the county mainline will require the use of a licensed and bonded plumber. Proof of invoice must be submitted to the county. Capping of the lateral must be done at the county cleanout so that no I & I may enter the sewer from the disconnected property.
5. An inspection of the capping and abandonment is required by District staff. , The inspection fee shall be paid in full prior to the inspection. In the event the inspection fails, each additional inspection will be assessed an additional inspection fee.
6. In the event the capping of a lateral is found to be reconnected without proper approval and inspections, a fine of $500.00 will be assessed and sewer fees will be reinstated to the property. Service fees shall be back dated to the date the connection was found.
7. A capped or abandoned line that wishes to reconnect to the sewer will be treated as new construction and section 2.8 will be applied to the property.

Mineral County Water District is separate from Tehama County Sanitation District No. 1. Regardless of the current water connection, if a property has a connected lateral to the sewer mainline, billing for that property will continue pursuant to this Ordinance.

CHAPTER 3

CCTV INSPECTIONS, PROCEDURES, AND REQUIREMENTS

SECTION 3.1: BUILDING CCTV INSPECTION TRIGGERS. Except as provided in subsection (b) of this Section, all building sewers for existing buildings including but not limited to those serving residential, multiple residential, commercial, and industrial properties that are connected to the public sewer shall pass a CCTV inspection as reviewed by an authorized District inspector, and at the property owner's expense when any of the following events occur:

1. To properties prior to the close of escrow of the sale or, if there is no escrow, prior to recording the deed or the document transferring the title.
2. When obtaining a building permit for construction or remodel valued over $60,000.
3. When the District finds that unpermitted building sewer work has been completed at county sewer main connection. This includes the installation of an unpermitted lateral.
4. When the District finds that the building sewer is a public nuisance.

Exceptions. This section shall not apply:

1. To properties showing that the building was originally constructed 10 years or less before the anticipated date of sale.
2. To properties with a sewer repair permit approved by the District documenting that the building sewer was replaced in full within 10 years of the triggering event provided in subsection (a) of this Section before the anticipated date of sale.
3. To properties with CCTV inspection that was submitted to the county and shown that no defects, cracks, roots, or any infiltration is occurring within 5 years of the original date of the inspection.
4. To properties undergoing transfer to a bank due to foreclosure.

SECTION 3.2: CCTV INSPECTION PROCEDURES AND REQUIREMENTS. The following procedures shall be followed and requirements met:

1. All building sewers shall be inspected by the District unless the property owner presents satisfactory proof to the District that the property has had valid CCTV inspection completed within 5 years of original date.
2. The property owner shall submit a video recording of the building sewer inspection to the District for review. At the beginning of such video, the qualified contractor shall state the address of the property and take a photograph of the home that the property owner shall submit to the District with the video.

3. The District will maintain written procedures for CCTV inspections. The procedures shall be made available upon request

SECTION 3.3: VALID CCTV SEWER INSPECTION REQUIREMENT. CCTV inspections must verify the following:

1. The building sewer is free of roots, grease deposits, and other solids which may impede or obstruct the transmission of sewage.
2. There are no improper or illegal connections to the building sewer such as sump pumps, down spouts, or area drainage facilities.
3. All joints in the building sewer are tight and sound to prevent the exfiltration of sewage and the infiltration of groundwater, storm water, and/or rainwater
4. The building sewer is free of structural defects, cracks, breaks, offset joints, or missing portions and the grade is reasonably uniform without major sags or offsets.

Upon completion of repairs to the building sewer, the current property owner shall have another CCTV inspection conducted to verify the conditions set forth in this Section or other test parameters may be conducted for partial or full building sewer replacement.

All costs for inspections, tests, and repair or replacement of the building sewer shall be the responsibility of the building or property owner, including all additional permits prior to commencement of construction.

All work shall be done to the satisfaction of authorized District staff, in accordance with all state laws and all District ordinances, standard drawings, standard specifications, and regulations.

In the event that the lateral inspection shows defects such as roots, offset joints, break in line, etc, it shall be good cause for an escrow to be delayed until a plan of action is accepted by the District. The District staff has the authority to consider and accept or deny a plan of action.This plan of action may include but not be limited to a timeline for the repair, will the repair be completed before escrow closes, and proof that the repair is complete. The District may also agree to the buyer accepting the responsibilities of the repairs due to time of year as snow may cover the grounds. In such circumstances, a signed plan of action with a timeline and potential disciplinary actions will be included and signed by the buyer before the close of escrow. Should the buyer back out of the purchase of the property, the current owner will be responsible for the repairs of the lateral in time frame approved by the District. Failure to repair the damaged lateral shall be penalized per section 2.4.

SECTION 3.4: CCTV INSPECTIONS BY THE DISTRICT

The District owns and operates a closed-circuit television (CCTV) inspection system for the purpose of inspecting, documenting, and maintaining the sewer

mainline system. The CCTV system records video, photographs, date and time, and written descriptions of inspection locations. The District shall conduct inspections of sewer mainlines between manholes to identify defects requiring maintenance or repair, and to observe lateral connections from properties connected to the system.

The District shall identify defects, including but not limited to root intrusion, collapsed pipe sections, offset joints, line sagging, and any other condition that may impede the proper flow of wastewater to the wastewater treatment plant. The District may also document evidence of inflow and infiltration originating from private laterals by observing and recording flows entering the mainline.

Based on such evidence, District personnel may initiate further investigation of the subject property in accordance with Section 2.4. The District shall provide formal notice to the property owner prior to conducting any property inspection and shall include a description of the identified issues along with supporting photographic documentation obtained through CCTV inspection

CHAPTER 4
DISTRICT SEWAGE DISPOSAL SYSTEMS

Section 4.1: INDIVIDUAL SEWAGE DISPOSAL SYSTEMS. The District collection System and Treatment Works are the only approved sewage disposal systems. Septic Tanks and Leach Fields are not allowed to exist within the District Boundaries. It shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater within the District boundaries. All land uses that generate sewage shall connect to the Tehama County Sanitation District No.1 Sewerage System, and all septic tank and leach field systems shall be properly abandoned.

CHAPTER 5

WASTEWATER SEWAGE DISPOSAL SERVICE

Section 5.1: MANDATORY USE OF PUBLIC SEWERS.

a. It shall be unlawful for any person to place, deposit, or permit to be deposited in any insanitary manner on public or private property within the District or in any area under the jurisdiction of the District, any human or animal excrement, garbage, or objectionable waste.

b. It shall be unlawful to discharge to any natural outlet within the District which provides sewage disposal services or in any area under the jurisdiction of said District, any wastewater, or other polluted waters.

c. The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes situated within the District which provides sewage. disposal services and abutting on any street, alley or right of way in which there is now located or may in the future be located a public sanitary sewer of the District, is hereby required at the owner's expense to connect such buildings directly to the proper public sewer in accordance with the provisions of this Ordinance, within ninety (90) days after the date of official notice to do so. The District may authorize an extension of this deadline where justified.

d. No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the health officer.

Section 5.2: BUILDING SEWERS AND CONNECTIONS.

a. No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof in the District without first obtaining a written permit from the District.

b. To obtain a building sewer connection permit, the owner(s) or owner's agent shall make application on a special form furnished by the District. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the District. A connection fee, as set by Section 2.3, for building sewer connection permit shall be paid to the District at the time the application is filed.

c. All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the District from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

d. A separate and independent building sewer shall be provided for every facility to be served; except where otherwise permitted by the District.

e. Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the District, to meet all requirements of this Ordinance.

f. The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the District and the County. In the absence of code provisions or in amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice #9, shall apply.

g. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

h. No person(s) shall make connection of roof downspouts, mechanical pumps, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer which in tum is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the District for purposes of disposal of polluted surface drainage.

i. The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the District and the County. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the District before installation.

j. The applicant for the building sewer connection permit, shall notify the District when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the District or their representative. The building sewer shall be inspected prior to backfilling.

k. All excavations for building sewer installation shall be adequately guarded with reflective barricades so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the District.

l. In order for a parcel to be removed from service once a connection has been create all of the following shall first be complete:

1) Any fixture designed and intended to be connected to a sewer, such as but not limited to a sink or a flushing toilet or urinal, shall be completely dismantled and removed from the site;

2) The sewer lateral shall be capped at both ends to ensure that no site facilities can be used;

3) Evidence shall be provided that any future inflow and infiltration generated by site will not affect the Wastewater Treatment Plant;

4) Final inspection by appointment performed by authorized District staff for which an inspection fee applies;

5) If the property owner provides documentation that the above conditions have been met to the District's satisfaction, the sewer service to the site shall be deemed ceased.

Section 5.3: LIMITATION ON USE OF THE PUBLIC SEWERS.

a. No person(s) shall discharge or cause to be discharged any of the following described waters or wastes to any sewers provided by the District:

1. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
2. Any waters containing toxic or poisonous solids, liquids, or gasses in sufficient quantity, either single or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the wastewater treatment plant.
3. Any waters or wastes having a pH lower than (5.5) or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater works.
4. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair, fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.

b. The following described substances, materials, waters, or waste shall be limited in discharges to sanitary sewer systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The District may set limitations lower than the limitations established in the regulations below if in their opinion such more severe limitations are necessary to meet the above objectives. In forming their opinion as to the acceptability, the District will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment process employed, capacity of the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or

wastewaters discharged to the sanitary sewer which shall not be violated without approval of the District are as follows:

1 Wastewater having a temperature higher than 150 degrees Fahrenheit (65 degrees Celsius).

2 Wastewater containing more than 25 milligrams per liter of petroleum oil, non-biodegradable cutting oils, or product of mineral oil origin.

3 Any garbage that has not been properly shredded. Garbage grinders maybe connected to sanitary sewers from homes, motels, restaurants, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.

4 Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances to such degree that any such material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the District for such materials.

5 Any waters or wastes containing odor-producing substances exceeding limits which may be established by the District.

6 Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the District in compliance with applicable state or federal regulations.

7 Quantities of flow, concentrations, or both which constitute a "slug" as defined herein.

8 Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed or are amenable to treatment only to such degree that the wastewater treatment plan effluent cannot meet the requirements of other agencies having jurisdiction over such discharge.

9 Any water or wastes which, by interaction with other waters or wastes in the public sewer system, releases toxic gases, form suspended solids which interfere with the collection system, or create a condition deleterious to structures and treatment processes.

c. If any waters or wastes are discharged or are proposed to be discharged to the public sewers in the District, which waters contain the substances or possess the characteristics enumerated in Section 4.3, and which in the judgment of the District, may have a deleterious effect upon the wastewater facilities, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the District may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover added costs of handling and treating the wastes not covered by existing sewer charges.

When considering the above alternatives, the District shall give consideration to the economic impact of each alternative on the discharger. If the District permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the District.

d. Grease, oil, and sand interceptors shall be provided when, in the opinion of the District, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the District and shall be located so as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates and means of disposal for review by the District. Any removal and hauling of the collected materials not performed by owner(s) personnel, must be performed by currently licensed waste disposal firms.

e. Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

f. The District may require a user of sewer services to provide information needed to determine compliance with this Ordinance. These requirements may include:

1. Wastewaters discharge peak rate and volume over a specified time period.
2. Chemical analyses of wastewaters.
3. Information on raw materials, processes, and products affecting wastewater volume and quality.
4. Quantity and disposition of specific liquid, sludge, oil, solvent, or other materials important to sewer use control.
5. A plot plan of sewers on the user's property showing sewer and pretreatment facility location.

6. Details of wastewater pretreatment facilities.

7. Details of systems to prevent and control the losses of materials through spills to the District's sewer.

g. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Ordinance shall be determined in accordance with the latest edition of "Standard Methods of the Examination of Water and Wastewater", published by the American Public Health Association. Sampling methods, location, times, durations, and frequencies are to be determined on an individual basis subject to approval by the District.

Section 5.4: DAMAGE TO WASTEWATER FACILITIES. No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the wastewater facilities. Any person(s) violating this provision shall be subject to immediate arrest under charge of disorderly conduct.

Section 5.5: POWERS AND AUTHORITY OF INSPECTORS.

a. Upon prior notification, to the occupant the District's duly authorized representatives shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the District sewer system in accordance with the provisions of this Ordinance.

b. While performing the necessary work on private properties referred to in Subsection a, above, the District's duly authorized representatives shall observe all safety rules applicable to the premises established by the owner, and the owner shall be held harmless for injury or death to the District's employees or County employees, and the District shall indemnify the owner against loss or damage to its property by District's employees or County employees and against liability claims and demands for personal injury or property damage asserted against the owner and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the owner to maintain safe conditions.

c. The District's duly authorized representatives shall be permitted to enter all private properties through which the District holds a duly negotiated easement for the purpose of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.

Section 5.6: PENALTIES.

a. Any person found to be violating any provision of this Ordinance, shall be served by the District with written notice stating the nature of the violation, and providing a reasonable time limit for the satisfactory correction thereof. The

offender shall, within the period of time stated in such notice, permanently cease all violations.

b. Any person who shall continue any violation beyond the time limit provided for in this Ordinance, shall be guilty of a misdemeanor, and on conviction thereof shall be fined in the amount not exceeding Five Hundred ($500.00) Dollars for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

c. Any person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss, or damage incurred by the District by reason of such violation.

CHAPTER 6

APPEALS

Section 6.1: APPEAL APPLICATION. Property owners and ratepayers who object to any action, decision, denial, or determination directly affecting their service or property may appeal any action, decision, denial, or determination. The appeal application, Attachment A, can be located at the District Office or online at https://tcpw.ca.gov/mineral-sanitation-district/. Appeals shall be taken to the District Board of Directors.

Section 6.2: REQUEST APPEALS. An appeal shall only be presented to the Board if the appeal application is filed with the Clerk of the Board within 30 days of a written decision, determination, denial, or notice of action. An appeal shall also be presented to the Board if the appeal application is filed within 60 days of your submission of a written request for the District to take any action and the District does not respond unless the request is to address an decision, determination, denial, or action that was already issued by the District.

Section 6.3 EXHAUSTION OF REMEDIES. No person may bring a judicial action or proceeding against the District for any decision, determination, denial, or action taken by the District, unless that person submitted to the Clerk of the Board of Directors a timely, written appeal application specifying the grounds for the appeal. The issues raised in any such action or proceeding shall be limited to those raised in such an administrative appeal unless a court finds the issue could not have been raised in such an appeal by those exercising reasonable diligence.

ARTICLE 4: VALIDITY AND SEVERABILITY.
If any provision, clause, sentence, or paragraph of this ordinance, or any application thereof to any person or circumstance, is held to be unconstitutional or otherwise invalid for any reason, such invalidity shall not affect the validity of the remainder of this ordinance which can be given effect without the invalid provision, clause, sentence, paragraph, or application. To this end, the provisions, clauses, sentences, and paragraphs of this ordinance are hereby declared to be severable. The Board of Directors hereby declare that they would have passed this ordinance, and each provision, clause, sentence, or paragraph thereof, irrespective of the fact that one or more provision, clause, sentence, or paragraph be declared invalid or unconstitutional.

ARTICLE 5: OPERATIVE DATE OF ORDINANCE
This ordinance shall become operative on and after July 1, 2027 or 30 days after adoption, whichever is later. The Clerk shall cause this to be published as required by law.

The above and foregoing ordinance was duly passed and adopted at a regular meeting of the Board of Directors of the Tehama County Sanitation District No. 1, State of California, at their meeting of _____, by the following vote:

AYES:
NOES:
ABSENT OR NOT VOTING:

_____
Chairperson of the Board of Directors
Tehama County Sanitation District No. 1

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Sanitation District No. 1, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an ordinance adopted by said Board of Directors on the _____ day of _____, 2026.

Dated: This ___ day of _____, 2026.

SEAN HOUGHTBY, County Clerk and ex-offico
Clerk of the Board of Directors of the Tehama County
Sanitation District No. 1, State of California

By _____
Deputy

TEHAMA COUNTY SANITATION DISTRICT NO. 1

APPLICATION FOR WAIVER OF DELINQUENT PENALTIES/ FEES

Property Owner Name: _____

Assessor's Parcel Number _____ FY_____

Mailing Address: _____ City: _____ State: ___ Postal: _____

Contact Phone: _____ Email: _____

Delinquent penalties and fees are applied to property address assessments in accordance with the laws set forth in the Tehama County Sanitation District No. 1 Ordinance No. 2119 of the State of California. The waiver of these penalties may be considered in very specific circumstances. Please review the information below. If you believe your circumstances qualify and would like to apply for a penalty waiver, please complete this form indicating the reason you believe you qualify and return it to this office with the appropriate documentation. The waiver of penalties is at the Department of Sanitation's discretion. A waiver must be based on reason, supported by documentation, and is not guaranteed. **Failure to receive a sanitation bill that was generated and mailed timely by the Sanitation Department is NOT a qualifying circumstance** which states in part, "failure to receive a sanitation bill shall not relieve the lien of the property parcel, nor shall it prevent the imposition of penalties imposed." **Financial hardships are not a qualifying circumstance.** Examples of financial hardship may include but are not limited to loss of income, job loss, loss of investments, unfavorable business environment, business closure, or lack of liquidity.

Please check the box associated with the reason for penalty waiver request:

- ☐ The Sanitation Department failed to mail an invoice.
- ☐ Sanitation bill was mailed to incorrect address due to the Sanitations Departments error.
- ☐ Other reasonable causes and circumstances beyond the property owner's control. *MUST include a written explanation of circumstances and supporting documentation.*

Sign and date the sworn statement below. Return this form along with TWO checks: one check for the original bill amount only, and one check for the penalty and fee amount only. WE WILL NOT consider your application if payment is not included. If your application is approved, the check written for the penalty and fee amount will be returned to you. If your application is denied, both checks will be processed to satisfy the amount due on the sanitation bill. Please allow up to four weeks for penalty waiver processing.

I, _____, certify under penalty of perjury, on the date of _____, that the above information and any statements, or additional provided documentation are true and correct.

Department of Sanitation Use Only: Date Received: _____

Finance Manger Recommendation	Executive Director Decision
Approval ☐ Finance Manager: _____	Approved ☐ Director: _____
Denial ☐ Date: _____	Denied ☐ Date: _____

ATTACHMENT A – ADMINISTRATIVE APPEAL APPLICATION

Tehama County Sanitation District No. 1

This application is submitted pursuant to Chapter 6 of the District Ordinance. This form must be filed within the required time limits.

APPLICANT INFORMATION (print clearly)

Name: _____ Phone: _____
Email: _____ APN: _____
Service Address: _____
Mailing Address (if different): _____

ACTION BEING APPEALED

Identify the District action, decision, determination, or notice being appealed, including date:

_____
_____
_____

GROUNDS FOR APPEAL / RELIEF REQUESTED

State the reason(s) for the appeal and relief requested (attach additional page if necessary):

_____
_____
_____
_____
_____
_____
_____

DECLARATION

I declare under penalty of perjury under the laws of the State of California that the information provided is true and correct.

Signature: _____ Date: _____
Printed Name: _____

Submit to: Clerk of the Board, Tehama County Sanitation District No. 1. Failure to submit a timely and complete appeal may result in denial.

County of Tehama
Department of Public Works-Sanitation District No. 1

INSTALLMENT PLAN PAYMENT APPLICATION

PLEASE READ CAREFULLY

A property owner may elect to make monthly payments in installments, over a 6-month period.

To start an installment plan, applications MUST be received prior to January 10th for the January through June billing cycle, or July 10th for the July through December billing cycle.

To keep the plan in good standing: Make your monthly payments No later than the 10th of each month. After the prescribed installment payment has been made, we encourage you to make additional payments. Once a plan is started you can make partial payments toward your annual prescribed installment payment. The unpaid balance of your installment plan may be paid in full at any time before final payment.

In the event of a payment default on an awarded payment plan, the penalty shall be as follows: Full remaining balance will be due within 30 days of default date. An initial penalty of fifty dollars ($50.00) plus twenty-four percent (24%) per annum may be charged if the bill is not paid and will not be awarded any future payment plan for 2 calendar years.

Liens: In the event of nonpayment for 1 (one) calendar year, a lien will be placed on the property parcel where services are provided.

Name: _____ ASMT: _____

Phone: _____ Email: _____

I have read and understand the above conditions for placing my sanitation charges on a payment plan of redemption.

I understand to keep my installment plan in good standing, I will make the required payment each month on or before the 10th of each month. I understand I am required to pay in full prior to the beginning of the upcoming semiannual invoice.

Date: _____ Signature: _____

9380 San Benito Avenue, Gerber, CA 96035 | Phone: (530) 385-1462 | Email: sanitation@tcpw.ca.gov

A SUMMARY OF ORDINANCE NO. ___

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Ordinance No. ____ introduced for consideration by the Board of Directors of Tehama County Sanitation District No. 1.

The Ordinance repeals prior Ordinance No. 2119 and subsequent amendments and adopts a single consolidated ordinance governing the administration, operation, use, maintenance, fees, inspections, and enforcement provisions for wastewater services provided by Tehama County Sanitation District No. 1. The Board finds that the District's existing wastewater rules and fee provisions have been adopted over time in multiple ordinances and amendments, and that consolidating and renumbering those provisions into one ordinance will improve clarity, transparency, accessibility, and administrative efficiency without changing the substantive effect of previously adopted requirements, fees, or service levels.

The Ordinance sets out general rules and definitions; application requirements for new sewer service and connection permits; tenant billing procedures; property owner responsibility for damage to District equipment; requirements for service extensions, property mergers, and subdivisions; and provisions for annual service fees, connection fees, inspection fees, excess flow fees, capacity charges, and capping or abandonment requests. It confirms that service charges may be collected either by mailed invoice or on the tax roll as authorized by law and includes provisions addressing installment plans, liens, fee appeals, owner responsibility for maintaining building sewers and laterals, and enforcement measures relating to inflow, infiltration, and excessive flow.

The Ordinance also establishes CCTV inspection triggers, procedures, and requirements for certain property transfers, major remodels, nuisance conditions, and unpermitted sewer work, and authorizes the District to inspect sewer mainlines and investigate private laterals when evidence of defects or inflow and infiltration is identified. It provides an administrative appeal process for property owners and ratepayers affected by District decisions.

Published: June 23, 2026, July 14, Red Bluff Daily News

Sean Houghtby, Clerk and Recorder

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Sanitation

Vendor Name: Board of Supervisors

Document Description: Ordinance – New Sanitation to replace Ord. 2119

APPROVED AS TO FORM:

Date: 6/2/26

Office of the Tehama County Counsel
Daniel B. Klausner, Senior Deputy County Counsel

Tehama County

Agenda Request Form

File #: 26-0655 **Agenda Date:** 6/16/2026 **Agenda #:** 52.

CLOSED SESSION

Requested Action(s)
a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: Part Two of the Librarian Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-0798 **Agenda Date:** 6/16/2026 **Agenda #:** 53.

CLOSED SESSION

Requested Action(s)
a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-1025 **Agenda Date:** 6/16/2026 **Agenda #:** 54.

CLOSED SESSION

Requested Action(s)
a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code section 54956.9). Name of the case is Pelorus Terminals LLC v. County of Tehama, Tehama County Superior Case No. 26CI-000094

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-1054 **Agenda Date:** 6/16/2026 **Agenda #:** 55.

CLOSED SESSION

Requested Action(s)
a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

Title: County Counsel Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

TEHAMA-GLENN UNIT
ASSISTANCE BY HIRE AGREEMENT

ORDERING OFFICE: TEHAMA GLENN UNIT		FI$CAL SUPPLIER ID
CAL FIRE / TEHAMA GLENN UNIT 604 Antelope Blvd. Red Bluff, CA 96080 (530) 528-5199		0000011876
		DATE: 7/1/2026 to 6/30/2027
Department/District name and address:		EIN/SSN: 94-6000543
Tehama County Fire Department 604 Antelope Blvd. Red Bluff, CA 96080 Fire Chief: Monty Smith (530) 528-5199		Only CAL FIRE requested and agreed-to equipment and staffing will be reimbursed.
Telephone Number (day):	530-528-5199	
Telephone Number (night):	530-528-5199	

	ITEM DESCRIPTION	RATE (Hourly or Daily)
a.	Battalion Chief	$57.24 / Per Person Per Hour
b.	Co./App. Officer/ Engineer	$44.97 / Per Person Per Hour
c.	Firefighter/ FF-Pmedic	$44.97 / Per Person Per Hour
d.	Fire Safety Inspector	$53.05 / Per Person Per Hour
e.	Mechanic Service Truck (1 Mechanic)	$1,175.00 / Daily, Equipment/Personnel
f.	Mechanic Service Truck Hrly (1 Mechanic)	$146.92 / Per Hour, Equipment/Personnel
g.	Type I Engine	$162.44 / Per Hour, Equipment Only
h.	Type II Engine	$115.72 / Per Hour, Equipment Only
i.	Type III Engine	$90.66 / Per Hour, Equipment Only
j.	Type V - VII Engine	$82.87 / Per Hour, Equipment Only
k.	Water Tender Tactical I	$98.04 / Per Hour, Equipment Only
l.	Water Tender Tactical II	$97.76 / Per Hour, Equipment Only

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

TEHAMA-GLENN UNIT
ASSISTANCE BY HIRE AGREEMENT

ORDERING OFFICE: TEHAMA-GLENN UNIT		FI$CAL SUPPLIER ID
CAL FIRE / TEHAMA GLENN UNIT 604 Antelope Blvd. Red Bluff, CA 96080 (530) 528-5199		0000011876 DATE: 7/1/2026 to 6/30/2027 EIN/SSN 94-6000543
Department/District name and address: Tehama County Fire Department 604 Antelope Blvd. Red Bluff, CA 96080 Fire Chief: Monty Smith (530) 528-5199		Only CAL FIRE requested and agreed to equipment and staffing will be reimbursed.
Telephone Number (day):	530-528-5199	
Telephone Number (night):	530-528-5199	

	ITEM DESCRIPTION	RATE (Hourly or Daily)
m.	Breathing Support	$59.00 / Per Hour, Equipment Only
n.	UTV	$250.00 / Daily, Equipment Only
o.	UTV Trailer	$150.00 / Daily, Equipment Only
p.	Pickup (1/2-ton 4x4)	$176.00 / Daily, Equipment Only
q.	SUV	$242.00 / Daily, Equipment Only
r.	Other (3/4 Ton & above)	$197.00 / Daily, Equipment Only

Special Provisions: Water tenders in operation for more than 16 continuous hours require 2 operators. See additional Rates on Page 1. See additional Provisions on Page 3.

Contracting Agent's Signature	Date	Print Name And Title
DocuSigned by: Laurianne Griffin 72D23E27D063433...	7/1/2026	Laurianne Griffin, Analyst II
CAL FIRE Agent's Signature	**Date**	**Print Name And Title**
DocuSigned by: Monty Smith 256D9C587E4244F...	7/1/2026	Monty Smith, Fire Chief

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

SPECIAL PROVISIONS

1 PROTECTION AREA

This annual operating agreement is in accordance with the terms and conditions of the CALIFORNIA FIRE ASSISTANCE AGREEMENT (CFAA).

This AGREEMENT will cover the area of Tehama and Glenn Counties within the Direct Protection boundaries of the CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE).

TEHAMA COUNTY FIRE DEPARTMENT (TCFD) resources required for fires outside Tehama County will be ordered utilizing procedures established in the current CALIFORNIA FIRE ASSISTANCE AGREEMENT (CFAA), unless otherwise agreed upon.

2 DISPATCHING PROCEDURES

All requests for resources will be made through the CAL FIRE/TCFD Emergency Command Center.

3 REIMBURSEMENT

Reimbursement may be authorized by the CAL FIRE Incident Commander (IC) when TCFD resources are committed to a wildland fire within the CAL FIRE protection area for more than two (2) hours. Reimbursement will not routinely be made for fires within the jurisdiction of the Tehama County Fire Department. Reimbursement will be at the Hourly or Daily rate retroactive to the time of dispatch, when the minimum time requirement is met. A maximum of two (2) hours may be reimbursed for equipment rehabilitation with the CAL FIRE IC's approval. Reimbursement will be processed upon receipt of invoice.

All emergency apparatus and Engine Company Personnel and Overhead at or below Strike Team/ Task Force Leader will be reimbursed for the entire time of commitment. Equipment and personnel will be reimbursed up to 24 hours per day.

Time will be recorded on a Shift Ticket with a signed and printed name of an authorized CAL FIRE representative.
TCFD must submit a legible copy of the Shift Ticket with the invoice.

Hourly Apparatus Rates and Personnel Rates include Worker's Compensation Rates and Unemployment Rates.

4. INVOICING

TCFD must invoice CAL FIRE. All invoices must include supporting documentation.

The Administrative Rate of 15.00% will only be paid if TCFD provides an invoice to CAL FIRE.

Note: All equipment hired on this agreement will be required to carry an approved burn kit when assigned.

Docusign Envelope ID: 16363812-70E1-873C-83C5-5C69B1FD8A17

Tehama County Fire Department

Annual Operating Plan Methodolgy

July 1, 2026 - June 30, 2027

Personnel reimbursement per current Cal OES Salary Survey or Actual Cost						
Classification	**Straight Time Rate**	**Blended or Overtime Rate**	**Personnel Unemployment Rate**	**Personnel Workers Comp Rate**	**Total**	
Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Deputy Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Division Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Assistant Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Battalion Chief	$ 38.16	$ 57.24	0.000%	0.000%	$ 57.24	/ Per Person Per Hour
Co. Officer/ Capt./ Lt.	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Co./App. Officer/ Engineer	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Firefighter/ FF-Pmedic	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Apprentice FF	$ 29.98	$ 44.97	0.000%	0.000%	$ 44.97	/ Per Person Per Hour
Fire Safety Inspector	$ 35.21	$ 52.82	0.002%	0.450%	$ 53.05	/ Per Person Per Hour

-

-

Apparatus reimbursement at curent Cal OES rates		
Description	**Hourly Apparatus Rate**	
Type I Engine	$ 162.44	/ Per Hour, Equipment Only
Type II Engine	$ 115.72	/ Per Hour, Equipment Only
Type III Engine	$ 90.66	/ Per Hour, Equipment Only
Type V - VII Engine	$ 82.87	/ Per Hour, Equipment Only
Water Tender Tactical I	$ 98.04	/ Per Hour, Equipment Only
Water Tender Tactical II	$ 97.76	/ Per Hour, Equipment Only
Mechanic Service Truck (1 Mechanic)	$ 1,175.00	/ Daily, Equipment/Personnel
Mechanic Service Truck Hrly (1 Mechanic)	$ 146.92	/ Per Hour, Equipment/Personnel
Breathing Support	$ 59.00	/ Per Hour, Equipment Only

Support Equipment per current Cal OES Reimbursement Rates				
Description	**Staffing**		**Daily Apparatus Rate**	
UTV	0		$ 250.00	/ Daily, Equipment Only
UTV Trailer	0		$ 150.00	/ Daily, Equipment Only
Pickup (1/2-ton 4x4)	0		$ 176.00	/ Daily, Equipment Only
SUV	0		$ 242.00	/ Daily, Equipment Only
Other (3/4 Ton & above)	0		$ 197.00	/ Daily, Equipment Only
Engine Standby	0		$ 500.00	/ Daily, Equipment Only

Administrative rate	15.00%