TEHAMA COUNTY BOARD OF SUPERVISORS

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

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, DECEMBER 30, 2025

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:

Public Works Committee (Standing) (Hansen, Walker)

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones)

Public Safety Tax Initiative Working Group (Burroughs, Jones)

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

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

Rent Control Ordinance Ad Hoc (Jones, VACANT)

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 - 11/30/25 - 12/13/25 **25-2165**

2. PROBATION **25-2133**

a) AGREEMENT - Request approval and authorization for the Chief Probation Officer to sign the agreement with His Ideas, Inc. for the purpose of providing evidence-based substance use counseling and related support to youth served by Tehama County Probation, effective upon date of signing and shall terminate 9/30/27

3. SOCIAL SERVICES **25-2183**

a) AGREEMENT - Request approval and authorization for the Director, or their designee, to sign the Memorandum of Understanding with Northern Rural Training and Employment Consortium for the purpose of coordinating access to local services, effective 7/1/25 and shall terminate 6/30/28

4. PUBLIC WORKS **25-2142**

a) AGREEMENT - Request approval and authorization for the Interim Director to sign the agreement with Peerless Building Maintenance Company for the purpose of

providing janitorial services in the amount of $2,661.20 monthly with the maximum compensation not to exceed $38,000, effective 1/1/26 and shall terminate 12/31/26, with two one-year extension options

5. PUBLIC WORKS **25-2159**

a) ROAD AGREEMENT - Request approval and authorization for the Interim Director to sign Amendment No. 3 to Road Agreement 2023-3, as amended by Road Agreement 2025-1 and Road Agreement 2025-5, with Consor Engineering for the purpose of providing construction management services related to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project; thereby lengthening the Performance Period for an additional 60 days from 1/31/26, to 4/1/26

6. HEALTH SERVICES AGENCY / PERSONNEL **25-2163**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Case Resource Specialist I, Range 22, Step B, effective 12/30/25, or upon successful completion of all pre-employment requirements

7. HEALTH SERVICES AGENCY / PERSONNEL **25-2177**

a) OTHER THAN “A” STEP - Request approval to appoint the applicant as an Epidemiologist, Range 44, Step B, effective upon successful completion of all pre-employment requirements

8. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-2171**

a) Request confirmation of an application submitted by the Tehama County Health Services Agency (TCHSA) for the California Department of Health Care Services (DHCS) for grant funding under the Justice-Involved Reentry Initiative Capacity Building Program, Round 3, in the amount of $839,484

9. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-2173**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement and necessary attachments with The California Department of Health Care Services (DHCS) for the Zero-Cost Vehicle Use Agreement, effective 7/1/25 and shall terminate on 6/30/31

10. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-2174**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Agreement 11645-TC-QM-25/26 with the California Mental Health Services Authority (CalMHSA) for participation in the Healthcare Effectiveness Data and Information Set (“HEDIS”) program with total funding in the amount of $25,920, effective 1/1/26 and shall terminate 12/31/29

11. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-2175**

a) AGREEMENT - Request approval and authorization for the Director to sign the agreement with Record Xpress of California, LLC for the purpose of providing secure on-site document shredding services and shredded document storage and transfer to recycling facilities, at the rates listed in Exhibit “B” with maximum compensation not to exceed $15,000, effective 7/1/25 and shall terminate 6/30/28

12. HEALTH SERVICES AGENCY / CLINIC **25-2179**

a) AGREEMENT - Approval and authorization for the Executive Director to sign the grant agreement with Partnership HealthPlan of California for participation in their Provider Recruitment Program (PRP), effective 7/1/25 and shall terminate on 6/30/26

13. HEALTH SERVICES AGENCY / CLINIC **25-2180**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 2 to Misc. Agreement 2023-355 with Partnership HealthPlan of California (PHP) for the Professional Services Agreement, thereby allowing Tehama County to participate in the Primary Care Provider (PCP) Quality Incentive Program (QIP), effective 1/1/26 through 12/31/26

14. HEALTH SERVICES AGENCY / PUBLIC HEALTH **25-2181**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement 25-10633, with the California Department of Public Health, for the purpose of providing funding in the amount of $485,096 to conduct activities necessary to expand, train, and sustain the disease intervention specialist (DIS) workforce effective 7/1/25 and shall terminate 6/30/30

15. PERSONNEL / HEALTH SERVICES AGENCY **25-2155**

a) Request approval to reclassify one (1.00) full-time Office Assistant II to Health Services Assistant I, one (1.00) Extra-Help Office Assistant II to Extra-Help Health Services Assistant I, and one (1.00) Extra-Help Office Assistant III to Extra-Help Health Services Assistant II, effective 1/1/26

16. ADMINISTRATION **25-2176**

a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement with the Los Molinos Chamber of Commerce for rent in the amount of $200 per month through 1/1/2026, at which time the rate shall increase to $250 per month for the use of the room identified as “Room #3” (306 square feet) located in the Los Molinos Veterans Hall, effective 8/1/25 and shall terminate 7/31/28 *(Subject to receipt of required insurance documentation)*

17. COMMITTEES & COMMISSIONS **25-2104**

a) COMMUNITY ACTION TRIPARTITE ADVISORY BOARD - One (3) three-year appointment to fill the expired term of Andrea Martin as a Low-income representative with the new term expiring 12/31/2028 (Interested person: Andrea Martin)

b) COMMUNITY ACTION TRIPARTITE ADVISORY BOARD - One (3) three-year appointment to fill the expired term of Laura Sullivan as a Private Sector representative with the new term expiring 12/31/2028 (Interested person: Laura Sullivan)

18. ADMINISTRATION **25-2156**

a) Request approval and authorization for the Chairman to sign the Certification Statement regarding composition of the Local Child Care Planning Council (LPC) 2026 membership

19. COMMITTEES & COMMISSIONS 25-2194

a) LOCAL CHILD CARE PLANNING COUNCIL - One (1) appointment to fill the expired term of Tori Prest, with new said term set to expire 12/31/2029
(Interested Person: Tori Prest)

b) LOCAL CHILD CARE PLANNING COUNCIL - One (1) appointment to fill the expired term of Lisa DeFonte, with new said term set to expire 12/31/2029
(Interested Person: Lisa DeFonte)

20. APPROVAL OF MINUTES 25-2198

a) Waive the reading and approve the minutes of the regular meetings held:
1) 11/18/2025
2) 11/25/2025
3) 12/09/2025

REGULAR AGENDA

RECESS to convene as the Tehama County Air Pollution Control District

21. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona 25-2141

a) Request Adoption of SMS/MMS Messaging Privacy Policy
b) Request Adoption of SMS/MMS Terms of Service

ADJOURN to reconvene as the Tehama County Board of Supervisors

22. ADMINISTRATION/ SOCIAL SERVICES/ DISTRICT ATTORNEY/ HEALTH SERVICES AGENCY 25-2098

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) ADMINISTRATION - Thomas Provine, 10 years

2) SOCIAL SERVICES
   a) Eric Sutter, 15 years
   b) Evelyn Mora-Tello, 10 years

3) DISTRICT ATTORNEY - Bretton McAllister, 10 years

b) Request approval of retirement awards recognizing the following employees for their many years of faithful and dedicated service to the County of Tehama:

1) DISTRICT ATTORNEY - Kevin Hale

2) HEALTH SERVICES AGENCY- Deana Gee

23. VICTIM WITNESS / PERSONNEL - Victim Witness Advocate Jeff 25-2084

Eldred

a) RESOLUTION - Request adoption of a resolution amending Reso #2025-074, the FY 25/26 Position Allocation List (PAL), by deleting 1.00 FTE Victim Witness Advocate I/II (Limited Term) allocation and adding 2.50 FTE Victim Witness Advocate I/II allocations in Budget Unit 2011 and by increasing the Victim Witness Coordinator allocation from 0.10 FTE to .50 FTE in Budget Unit 20114, effective 12/30/25

24. PERSONNEL / LAW LIBRARY - County Librarian Alicia Meyer **25-2150**

a) RESOLUTION - Request adoption of a resolution amending Resolution #2025-074, the FY 25/26 Position Allocation List (PAL), by increasing the FTE for the Law Library Clerk from .40 FTE to .50 FTE, effective 10/5/25

25. ASSESSOR - Assessor Burley Phillips **25-2162**

a) AGREEMENT - Request approval and authorization for the Assessor to sign the Memorandum of Understanding for cost sharing with the California Assessors' Association, in partnership with the California Board of Equalization, to provide access and maintenance to digital forms through department website for $1,150, effective upon signing and shall terminate 6/30/26

26. HEALTH SERVICES AGENCY / PERSONNEL - Executive Director Jayme Bottke **25-2178**

a) OTHER THAN "A" STEP-Request approval to appoint the applicant as a Licensed Vocational Nurse II, Range 32, Step C, effective upon successful completion of all pre-employment requirements

27. HEALTH SERVICES AGENCY / PERSONNEL - Executive Director Jayme Bottke **25-2170**

a) AGREEMENT - Request approval and authorization for the Chairperson to sign an Employment Agreement with Rosa Cumpston for the position of Tehama County Health Services Agency Assistant Executive Director, Administration, effective 1/1/26 through 12/31/29

28. COMMUNITY ACTION AGENCY- Executive Director Bekkie Emery **25-2167**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Partnership HealthPlan of California to provide Enhanced Care Management services, effective upon date of approval and will automatically renew annually thereafter unless terminated

29. COMMUNITY ACTION AGENCY / PERSONNEL - Social Services Director Bekkie Emery **25-2096**

a) RESOLUTION - Request adoption of a resolution amending Reso #2025-074, the FY 25/26 Position Allocation List (PAL), by adding one (1.00 FTE) Community Services Family Partner, effective 12/30/25

30. PUBLIC WORKS - Interim Director Tom Provine **25-2169**

a) TRANSFER OF FUNDS: PUBLIC WORKS, B-28, From General Fund / Fund Bal (101-301900), $235,000; to Contingency (1109-59000), $235,000, from

Contingency (1109-59000), $235,000, to Professional Services (2074-53230), $235,000 **(Requires 4/5's vote)**

31. PERSONNEL / SHERIFF - Sheriff Dave Kain 25-2138

a) Request approval to authorize payment of accrued vacation hours exceeding the 240 maximum accrual limit in accordance with Article 21.6 of the Memorandum of Understanding between Tehama County and the Tehama County Deputy Sheriff's Association for three (3) Tehama County Sheriff's Office employees in various budget units, totaling approximately $5,581.20.

RECESS to convene as the Flood Control and Water Conservation District

32. FLOOD CONTROL AND WATER CONSERVATION DISTRICT - Senior Deputy County Counsel Daniel Klausner 25-2164

a) RESOLUTION - Request adoption of a resolution consenting County Counsel advising and representing the El Caminio Irrigation District and waving any actual or potential conflicts of interest

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.

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 #: 25-2165 **Agenda Date:** 12/30/2025 **Agenda #:** 1.

GENERAL WARRANT REGISTER - 11/30/25 - 12/13/25

Requested Action(s)

Financial Impact:
As listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Nov 30, 2025 and Dec 13, 2025

Report Generated on: **Dec 16, 2025 7:15:10 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000681	12/01/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	LA 1054406	$600.04
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	LA 1054406	$36.00
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	LA 1054406	$326.53
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	LA 1054406	$254.98
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	LA 1054406	$634.02
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	LA 1054406	$727.72
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	LA 1054406	$1,436.91
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	LA 1054406	$20.16
00000681	12/01/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	LA 1054406	$982.42
00000682	12/02/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	Car 36 Window Repair	$467.23
00000683	12/03/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	527	TC TRANS COMM AD	3034-53230	TCTC ADMINISTRAT	PROFESSIONAL/SPECIAL SERV	$651.19
00000684	12/03/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	MTCE STRUCT-IMPRV-GROUNDS	$94.60
00000684	12/03/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1025-53180	PURCHASING	MTCE STRUCT-IMPRV-GROUNDS	$19.80
00000684	12/03/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	MTCE STRUCT-IMPRV-GROUNDS	$35.20
00000684	12/03/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1041-53180	PERSONNEL	MTCE STRUCT-IMPRV-GROUNDS	$26.40
00000684	12/03/2025	105814	MIKE'S HEATING AND AIR INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	$22.00
00000684	12/03/2025	105814	MIKE'S HEATING AND AIR INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	MTCE STRUCT-IMPRV-GROUNDS	$22.00

Tehama County

TEBK400 - Check Register

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00000685	12/04/2025	100185	BEN'S TRUCK REPAIR INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	54560	$1,416.66
00000686	12/04/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	1009252 70007779115	$157.81
00000687	12/04/2025	101653	SUBURBAN PROPANE	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1636-048307	$854.53
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63450	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63454	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63460	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63542	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63550	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63560	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63572	$40.00
00000688	12/05/2025	132340	ANTELOPE AUTO REPAIR LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	63578	$40.00
00000689	12/05/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	FIRE MONITORING JDF	$75.00
00000690	12/08/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC Fire Monitoring Dec 2025	$106.95
00000690	12/08/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Juvenile Hall 43PA24 Fire Mon	$325.00
00000690	12/08/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Juvenile Hall Ansul FI	$50.00
00000690	12/08/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2037-53230	PROBATION	Fire Monitoring Prob	$80.00

Tehama County

TEBK400 - Check Register

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000691	12/08/2025	108325	STAPLES ADVANTAGE	113	CHILD SUPPORT	5015-53220	CHILD SUPPORT SE	LA 1054406	$402.22
00000692	12/09/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	LA 1054406	$22.21
00000693	12/09/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$3,692.79
00000694	12/10/2025	101653	SUBURBAN PROPANE	101	GENERAL FUND	7013-53300	CAMP TEHAMA	1636-136293	$660.40
00000695	12/11/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	MAINTENANCE OF EQUIPMENT	$206.78
00000696	12/11/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	20114-53220	HUMAN TRAFFICKNG	LA 1054406	$31.09
00000696	12/11/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	20114-53800	HUMAN TRAFFICKNG	LA 1054406	$1,289.99
00000696	12/11/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Kleenex, Calendars	$134.21
00000696	12/11/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	pens	$49.93
00000696	12/11/2025	108325	STAPLES ADVANTAGE	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	LA 1054406	$115.10
00000696	12/11/2025	108325	STAPLES ADVANTAGE	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	LA 1054406	$227.28
00000697	12/12/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	5060-53220	VETERANS SERVICE	SPLS 8.5 X 11 30 REC COPY CS	$56.95
00000697	12/12/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53140	LIBRARY	LA 1054406	$562.34
00000697	12/12/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53220	LIBRARY	LA1054406	$134.28
00000698	12/12/2025	101719	THOMES CREEK ROCK	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$2,220.87
00000698	12/12/2025	101719	THOMES CREEK ROCK	604	TC FLOOD ZONE #3	60410-53230	TC FLOOD ZONE #3	PROFESSIONAL/SPECIAL SERV	$8,810.19
70882421	12/01/2025	122809	AMERICAN JANITORIAL & MAINTENA	101	GENERAL FUND	2073-53230	PUB GUARDIAN / P	PROFESSIONAL/SPECIAL SERV	$750.00
70882422	12/01/2025	107419	AMERICAN RIVER COLLEGE	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	Internal Affairs - T.H. Train	$69.00

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70882422	12/01/2025	107419	AMERICAN RIVER COLLEGE	106	PUBLIC SAFETY	2037-53290	PROBATION	Internal Affairs - N.F. Train	$69.00
70882423	12/01/2025	103939	AT&T	101	GENERAL FUND	2011-53120	DA VICTIM/WITNES	9391032878	$0.01
70882423	12/01/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391037345	$425.19
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	9391032867	$32.30
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	9391032937	$81.34
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	9391032883	$33.47
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	9391032916	$63.05
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	9391032937	$81.34
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	BAN #9391055756 THRU 11/16/25	$65.21
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	BAN 9391032874 THRU 11/11/25	$228.95
70882423	12/01/2025	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	BAN 9391032875THRU 11/11/25	$391.30
70882424	12/01/2025	113573	AT&T U-VERSE	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	313162812	$129.82
70882424	12/01/2025	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	ACCT#152445115 11/13/-12/12/25	$107.80
70882425	12/01/2025	100264	C & A RUBBER STAMPS	101	GENERAL FUND	6021-53220	LIBRARY	OFFICE EXPENSE	$315.08
70882426	12/01/2025	111264	CALIF STATE ASSOC OF PA/PG/PC	101	GENERAL FUND	2073-53200	PUB GUARDIAN / P	22059	$600.00
70882427	12/01/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	176982001	$159.99
70882428	12/01/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	7034-555272	R B COMMUNITY CE	CITY OF RB OPR DEFICIT	$240,582.21
70882428	12/01/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	ACCT#007005-000 THRU	$31.12

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								11/4/25	
70882428	12/01/2025	100376	CITY OF RED BLUFF	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	ACCT#006291-000 THRU 11/4/25	$369.06
70882429	12/01/2025	114247	DEBBIE FOX-CHOW DVM	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	150PA24 Van 11/14/25	$875.00
70882429	12/01/2025	114247	DEBBIE FOX-CHOW DVM	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	432PA25 Clinic 10/29/25	$262.50
70882430	12/01/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	6021-53230	LIBRARY	PROFESSIONAL/SPECIAL SERV	$420.00
70882431	12/01/2025	V000751	DR MICHAEL K FARRAR	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	PATIENT #26933 A.K. TEHAMA	$241.00
70882432	12/01/2025	113434	FEDEX	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	2210 8457 8	$14.00
70882433	12/01/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	834413163	$74.42
70882434	12/01/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Cat and dog food	$1,637.55
70882434	12/01/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	Dog and cat food	$647.04
70882435	12/01/2025	134372	HUMBOLDT MOVING & STORAGE	101	GENERAL FUND	2061-53230	AGRICULTURE COMM	345PA25 Shredding service	$38.50
70882436	12/01/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2011-53291	DA VICTIM/WITNES	6242	$35.38
70882436	12/01/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2007-53291	DA WELFARE FRAUD	6242	$200.89
70882436	12/01/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	6242	$504.61
70882437	12/01/2025	102715	JOEL SNOW DBA	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	RE: PO 356383 with Labor	$194.47
70882438	12/01/2025	V000756	MADISON THOMAS	101	GENERAL FUND	2078-460930	DIV OF ANIMAL SE	Thomas Adoption Refund	$110.00
70882439	12/01/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	6021-53140	LIBRARY	HOUSEHOLD EXPENSE	$842.21
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	rescue conc eco container	$397.99

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			CO						
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP Ocry gel one	$38.75
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP Scapel Blades	$24.64
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP sharps cont mailback	$188.38
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP sodasthesia	$17.03
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Virbantel sm k9	$195.90
70882440	12/01/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Trazodone tab	$180.00
70882441	12/01/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Markers	$40.80
70882442	12/01/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53301	GENERAL SERVICES	4908030240-6	$59,633.62
70882442	12/01/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53302	GENERAL SERVICES	4908030240-6	$1,825.34
70882442	12/01/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	2073-53300	PUB GUARDIAN / P	2049445779-7	$445.60
70882442	12/01/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	3830640327-0	$2,234.49
70882442	12/01/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	1297568514-5 10/25	$168.60
70882443	12/01/2025	135196	PATAGONIA HEALTH INC	112	HEALTH SERVICES	112-105580	NOT APPLICABLE	PREPAID EXPENSE	$44,400.00
70882443	12/01/2025	135196	PATAGONIA HEALTH INC	112	HEALTH SERVICES	40121-57603	PUBLIC HEALTH	COMPUTERS	$6,000.00
70882444	12/01/2025	115490	RED BLUFF CHRYSLER DODGE JEEP	101	GENERAL FUND	2061-57605	AGRICULTURE COMM	PO428959 2026 Dodge Van	$51,960.28
70882445	12/01/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7032-53180	LOS MOLINOS VETE	MTCE STRUCT-IMPRV-GROUNDS	$120.00

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70882446	12/01/2025	135244	STEVE M SHUDOMA	101	GENERAL FUND	2073-53260	PUB GUARDIAN / P	1947	$540.00
70882446	12/01/2025	135244	STEVE M SHUDOMA	101	GENERAL FUND	2073-53260	PUB GUARDIAN / P	1947 UNITS 117,210 211	$540.00
70882447	12/01/2025	102200	TERESA L K-HILL	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	151PA24 VAN 11/3/25 - 11/16/25	$2,437.50
70882448	12/01/2025	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$17,763.00
70882449	12/01/2025	135733	VESTIGE GPS	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	RENT/LEASE OF EQUIPMENT	$4,311.25
70882450	12/01/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	Statement Date 10/31/25 TM4429	$779.91
70882451	12/01/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2011-53120	DA VICTIM/WITNES	770720905-00040	$41.31
70882451	12/01/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	770720905-00040	$68.47
70882451	12/01/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	770720905-00040	$354.98
70882451	12/01/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	AC#770720905-00041 THRU 11/18	$248.34
70882451	12/01/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	AC#770720905-00041 THRU 11/18	$158.80
70882451	12/01/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC#770720905-00041 THRU 11/18	$1,138.64
70882452	12/01/2025	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	5273110	$93.38
70882453	12/01/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	PO 10895	$91.38
70882453	12/01/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	PO 10895	$156.25
70882458	12/01/2025	V000707	LUDLUM MEASUREMENTS INC	601	AIR POLLUTION DI	60110-57608	AIR POLLUTION DI	PO#429048	$37,033.75
70882460	12/01/2025	112066	RED BLUFF MEADOW	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	SUPPORT & CARE OF	$492.00

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			VISTA ASSOCIA					PERSONS	
70882461	12/01/2025	V000757	SCOTT BROOKS	106	PUBLIC SAFETY	2032-53110	JAIL	SAFETY BOOTS 2025	$231.65
70882462	12/01/2025	129729	SPEERO TANNOUS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$300.00
70882463	12/02/2025	115432	ALPHA VISTA PROPERTIES LLC	113	CHILD SUPPORT	5015-53260	CHILD SUPPORT SE	DECEMBER 2025	$5,015.27
70882464	12/02/2025	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	BAN 9391032886 THRU 11/11/25	$136.21
70882465	12/02/2025	132443	BENJAMIN E MAGID	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	21CR003112	$7,663.15
70882465	12/02/2025	132443	BENJAMIN E MAGID	106	PUBLIC SAFETY	2026-53221	PUBLIC DEFENDER	24JU94	$3,840.00
70882466	12/02/2025	V000771	CINTHIA MARIBEL ALCALDE ESPINO	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882467	12/02/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	2061-53300	AGRICULTURE COMM	7056-000 irrigation	$51.78
70882468	12/02/2025	V000772	CRISTA MCMANUS	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882469	12/02/2025	T00807	DALE THOMAS	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	091200010000 2025	$19.59
70882470	12/02/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	101	GENERAL FUND	4024-53230	AMBULANCE SERVIC	153-704000-57800-000 DEC 2025	$4,500.00
70882471	12/02/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Tanner Burke Type A	$110.00
70882472	12/02/2025	115376	EL DORADO COUNTY DCSS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	$6,250.00
70882473	12/02/2025	133213	FIFTH ASSET INC	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	PROFESSIONAL/SPECIAL SERV	$6,050.00
70882474	12/02/2025	V000773	FRANCISCA RIVERA ALVARADO	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882475	12/02/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53291	DAY REPORTING CE	AC# 6031 DRC Inv 852696	$483.74
70882475	12/02/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53291	PROBATION	AC# 6031 PRB 852696	$629.72

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70882476	12/02/2025	V000774	JOSHUA MCMANUS	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882477	12/02/2025	132334	KENNETH W BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES DECEMBER 2025	$4,000.00
70882478	12/02/2025	T00806	KIP ALLEN FOPPIANO	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	100200003000 2025	$71.97
70882479	12/02/2025	V000775	LOURDES MOJICA MONTES	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882480	12/02/2025	V000776	MARIA-FERNANDA DIAZ CEJA	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882481	12/02/2025	V000777	MARISA LISETTE RICO	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00
70882482	12/02/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	IV Ext, SYR 10cc	$180.79
70882482	12/02/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Enrosite, Panacur	$1,249.85
70882483	12/02/2025	101180	NVCSS	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	$8,469.26
70882484	12/02/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	AC 1297568514-5 NOV FOR 778 AN	$248.42
70882485	12/02/2025	101267	PEERLESS BUILDING MAINT INC	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	HOUSEHOLD EXPENSE	$1,155.30
70882486	12/02/2025	130243	PRIME42 LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	$35.00
70882487	12/02/2025	110024	RED BLUFF DAILY NEWS	106	PUBLIC SAFETY	2013-53240	DISTRICT ATTORNE	PUBLICATION/LEGAL NOTICES	$777.36
70882488	12/02/2025	125154	ROLLING HILLS CASINO	535	TC CHILD & FAMIL	53510-555219	TC CHILD & FAMIL	TRAINING AND LEADERSHIP	$2,260.87
70882489	12/02/2025	V000778	ROSALINDA MARIE PRECIADO	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$200.00

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70882490	12/02/2025	130112	SHANNON BOWLIN	106	PUBLIC SAFETY	2026-53230	PUBLIC DEFENDER	SERVICES DECEMBER 2025	$4,000.00
70882491	12/02/2025	135605	SPECTRUM	535	TC CHILD & FAMIL	53510-53120	TC CHILD & FAMIL	8413 12 011 0296548	$141.25
70882492	12/02/2025	135434	SSP DATA INC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	12425	$46,339.00
70882493	12/02/2025	V000184	TECHNICAL RESOURCE MANAGEMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	FS-14078	$18.00
70882494	12/02/2025	101692	TEHAMA COUNTY EMPLOYER	108	SOCIAL SERVICES	5013-53200	SOCIAL SERVICES	MEMBERSHIPS & DUES	$65.00
70882495	12/02/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	Med Donation November	$2,425.85
70882496	12/02/2025	117079	VERIZON WIRELESS	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	770720905-00038	$114.03
70882497	12/02/2025	132467	WESTED	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	EARLY MENTAL HEALTH	$59.95
70882498	12/02/2025	123478	WILGUS FIRE CONTROL INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$359.50
70882499	12/02/2025	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$600.00
70882500	12/02/2025	129760	ALEXANDRIA R LEVINDOFSKE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882501	12/02/2025	121681	ALEXIS GARCIA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882502	12/02/2025	136352	ALONDRA JAUREGUI OCAMPO	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882503	12/02/2025	121983	AMANDA W MEZA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882504	12/02/2025	134465	AMBER EASTER	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882505	12/02/2025	117989	AMBER SLATER	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882506	12/02/2025	131333	AMY CRUISE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70882507	12/02/2025	131037	AMY WOODS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882508	12/02/2025	136164	ANDREW ROBBINS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882509	12/02/2025	106019	ANDY HOUGHTBY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882510	12/02/2025	131970	ASHLEY N GEORGE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882512	12/02/2025	133059	BENJAMIN HALPIN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882513	12/02/2025	106829	BRIAN LAWLEY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882514	12/02/2025	134937	BRITTANY LAWLEY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882517	12/02/2025	120980	CAMERON J FLETCHER	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882518	12/02/2025	128028	CHARLES HOUGHTBY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882519	12/02/2025	132087	CHASE CORRY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882520	12/02/2025	128027	CHRISTIAN TORRES QUINTERO	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882521	12/02/2025	111549	CHRISTOPHER BENSON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882522	12/02/2025	116082	CHRISTOPHER THOMAS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882523	12/02/2025	110846	CLAYTON BENNETT	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882524	12/02/2025	119578	CLAYTON R FRITS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882525	12/02/2025	136318	COLE LINSCHOTEN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882526	12/02/2025	136180	COLIN DAHLBERG	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882527	12/02/2025	109790	DANIELLE HARRIS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882529	12/02/2025	114823	DEREK BURGESS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882530	12/02/2025	118483	DEREK SHERRILL	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882531	12/02/2025	118999	DUSTIN MARIA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882532	12/02/2025	125359	DYLON ROSEN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00

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70882533	12/02/2025	132825	ELIZABETH CASTRO	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882534	12/02/2025	V000027	ERIC MUNOZ CASTANEDA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882535	12/02/2025	V000028	ERICK CORRAL	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882536	12/02/2025	118317	GREGORY THOMPSON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882537	12/02/2025	134644	HAYLEY FRANK	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882538	12/02/2025	134645	HEATHER GRAYSON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882539	12/02/2025	V000765	JACK ROLL	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	Housing Dep 211	$1,000.00
70882540	12/02/2025	132099	JACOB PATTERSON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882541	12/02/2025	134949	JAMES WHITE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882542	12/02/2025	129759	JAMIE J BRYANT	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882543	12/02/2025	106125	JEANNIE PINNOW	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882544	12/02/2025	107559	JEFF GARRETT	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882545	12/02/2025	113006	JEFFREY VAN NOTE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882546	12/02/2025	V000069	JENNIFER COONFIELD	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882547	12/02/2025	132560	JENNIFER SIZEMORE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882548	12/02/2025	126627	JESSE E BROWN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882549	12/02/2025	133674	JETHNA WARFIELD	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882550	12/02/2025	133854	JORDAN STOKES	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882551	12/02/2025	130867	JOSE CAMPANERO	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882552	12/02/2025	135975	JOSE L BARRETO	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882553	12/02/2025	126807	JULIE A ELLERD	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882554	12/02/2025	118442	JUSTIN NACHAND	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882555	12/02/2025	134453	JUSTIN RIDGWAY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00

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70882556	12/02/2025	T0018904	KARIE SONGER-SIMONS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882558	12/02/2025	128534	KEVIN C HOGLUND	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882559	12/02/2025	131032	KEVIN HUTCHISON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882560	12/02/2025	135147	KYLEE STROING	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882561	12/02/2025	115216	MARGARET ARANO	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882562	12/02/2025	106527	MARK LEVINDOFSKE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882563	12/02/2025	133677	MARY MCMARTIN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882564	12/02/2025	131941	MATTHEW WOOD	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882565	12/02/2025	V000764	MICAH STUBBS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	2025-26 UNIFORM ALLOWANCE	$229.00
70882566	12/02/2025	116486	MICHAEL BARRETT	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882567	12/02/2025	136073	MICHELLE KAIN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882568	12/02/2025	136369	NANCY MOJICA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882569	12/02/2025	133918	NANCY VICUNA	535	TC CHILD & FAMIL	53510-53290	TC CHILD & FAMIL	EMPLOYEE TRAVEL/TRAINING	$20.86
70882571	12/02/2025	136658	NATHAN SMITH	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882572	12/02/2025	V000023	NICOLE FAIN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882575	12/02/2025	128535	PIPER M SANCHEZ	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882576	12/02/2025	122149	RANDY S SOUSA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882577	12/02/2025	124827	REBECCA KENDRICK	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882578	12/02/2025	113383	RESERVE ACCOUNT	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	43194687	$20,000.00
70882579	12/02/2025	111122	ROBERT BAKKEN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882580	12/02/2025	129004	ROBERT EPPERSON	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00

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70882581	12/02/2025	115449	SCOTTY KELLEY	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882583	12/02/2025	135845	SHERWIN LEGGETT	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882584	12/02/2025	101620	STATE TREASURER	101	GENERAL FUND	101-105580	NOT APPLICABLE	TEHAMA COUNTY	$23,122.50
70882585	12/02/2025	101620	STATE TREASURER	101	GENERAL FUND	2009-555210	TRIAL COURT CONT	TEHAMA COUNTY	$156,990.00
70882586	12/02/2025	111414	STEPHEN HOAG	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882587	12/02/2025	111460	STEVEN BECKER	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882588	12/02/2025	135024	TEHAMA COUNTY SHERIFF'S OFFICE	80012	NGUYEN, Q/LI, S	80012-301800	NOT APPLICABLE	TIDE REPORT GUTIERREZ	$2,401.50
70882589	12/02/2025	V000763	THOMPSONGAS LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	SPECIAL DEPARTMENTAL EXP	$370.00
70882590	12/02/2025	123202	TODD J HANSEN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882591	12/02/2025	133066	TREVOR KAIN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882592	12/02/2025	118441	TREVOR LINDEMAN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882593	12/02/2025	V000057	TYLER BAKKEN	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882595	12/02/2025	T00331	WALMART STORES EAST LP	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	033180088000 2025	$3,882.82
70882596	12/02/2025	124594	ZACHARY D BACKUS	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$720.00
70882597	12/03/2025	133740	CHARTER COMMUNICATIONS HOLDING	101	GENERAL FUND	1073-53120	GENERAL SERVICES	Account# 127091101	$935.11
70882598	12/03/2025	131709	INDEPENDENCE ROCK MEDIA GROUP	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0992	$250.00
70882599	12/03/2025	108877	LEXIS NEXIS RISK DATA MGMT INC	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	MEMBERSHIPS & DUES	$167.00
70882600	12/03/2025	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	Agmt 412PA24	$300.00

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70882601	12/03/2025	V000683	MCNEIL CONSTRUCTION	101	GENERAL FUND	7021-57500	PARKS & RECREATI	IMPROVEMENT & STRUCTURES	$22,422.00
70882603	12/03/2025	119073	SOUTHERN COMPUTER WAREHOUSE	108	SOCIAL SERVICES	5013-57603	SOCIAL SERVICES	TC36753	$9,669.63
70882604	12/03/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	$38.01
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	APRIL 2025	$406.25
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	AUGUST 2025	$10,200.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	JAN-FEB 2025	$2,312.50
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	JULY 2025	$10,200.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	JUNE 2025	$10,200.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	MARCH 2025	$1,554.41
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	MAY 2025	$10,200.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	NEPA & HUD UPLOAD	$15,000.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	SEPTEMBER 2025	$7,000.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	SPETEMBER 2025	$3,200.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57597	PLANT ACQUISITIO	AUGUST 2025	$6,000.00
70882605	12/03/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57597	PLANT ACQUISITIO	SEPT 2025	$5,700.00
70882608	12/03/2025	100375	CITY OF CORNING	331	CITY OF CORNING	331-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$1,088.81
70882608	12/03/2025	100375	CITY OF CORNING	332	CITY OF CORNING	332-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$519.20
70882609	12/03/2025	T0026074	CITY OF RED BLUFF	117	TRANSPORTATION O	3037-53300	TRAX	UTILITIES	$118.11
70882610	12/03/2025	100376	CITY OF RED BLUFF	344	CITY RB MUNICIPA	344-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$2,925.19

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70882610	12/03/2025	100376	CITY OF RED BLUFF	345	CITY RB PROPERTY	345-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025Q	$1,452.00
70882611	12/03/2025	100377	CITY OF TEHAMA	367	CITY OF TEHAMA P	367-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$521.38
70882617	12/03/2025	118780	IRVINE & JACHENS INC	106	PUBLIC SAFETY	2006-53280	DA - DSS SECURIT	SPECIAL DEPARTMENTAL EXP	$469.75
70882617	12/03/2025	118780	IRVINE & JACHENS INC	106	PUBLIC SAFETY	2007-53280	DA WELFARE FRAUD	SPECIAL DEPARTMENTAL EXP	$612.75
70882617	12/03/2025	118780	IRVINE & JACHENS INC	106	PUBLIC SAFETY	2013-53280	DISTRICT ATTORNE	SPECIAL DEPARTMENTAL EXP	$158.00
70882618	12/03/2025	102227	LEXIPOL LLC	107	RISK MANAGEMENT	1101-53230	RISK MANAGEMENT	Annual LE Policy Manual - DA	$4,208.56
70882620	12/03/2025	130138	MCCUEN CONSTRUCTION INC	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	$31,686.04
70882622	12/03/2025	130642	OPTIMIZE WORLDWIDE INC	527	TC TRANS COMM AD	3034-53230	TCTC ADMINISTRAT	PROFESSIONAL/SPECIAL SERV	$100.00
70882626	12/03/2025	101620	STATE TREASURER	376	STATE ASSESSMENT	376-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$162,596.54
70882626	12/03/2025	101620	STATE TREASURER	377	STATE FISH & GAM	377-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$191.11
70882626	12/03/2025	101620	STATE TREASURER	435	EMERGENCY MED A	435-301800	NOT APPLICABLE	TXS & FINES OCTOBER 2025	$10.21
70882629	12/03/2025	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53306	RISK MANAGEMENT	GLandPollution1stInstall	$1,113,504.00
70882629	12/03/2025	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53307	RISK MANAGEMENT	PropertyInsur1stInstall	$178,884.00
70882630	12/03/2025	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	OFFICE EXPENSE	$269.91

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70882631	12/03/2025	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002	$798.21
70882631	12/03/2025	117079	VERIZON WIRELESS	527	TC TRANS COMM AD	3033-53120	TCTC PLANNING	442340919-00002	$185.56
70882631	12/03/2025	117079	VERIZON WIRELESS	527	TC TRANS COMM AD	3033-53120	TCTC PLANNING	49925009-0002	$456.12
70882632	12/03/2025	131527	ZOOM VIDEO COMMUNICATONS, INC	527	TC TRANS COMM AD	3033-53200	TCTC PLANNING	MEMBERSHIPS & DUES	$1,279.19
70882633	12/04/2025	132330	ADVANCED CHEMICAL TRANSPORT	220	TC SOLID WASTE M	4045-558007	TC/RB LANDFILL M	IA16299	$5,105.88
70882633	12/04/2025	132330	ADVANCED CHEMICAL TRANSPORT	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	IA16299	$280.00
70882634	12/04/2025	132399	AMAZON CAPITAL SERVICES	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	111	$12.22
70882634	12/04/2025	132399	AMAZON CAPITAL SERVICES	220	TC SOLID WASTE M	4045-53220	TC/RB LANDFILL M	111	$9.64
70882635	12/04/2025	122809	AMERICAN JANITORIAL & MAINTENA	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	PROFESSIONAL/SPECIAL SERV	$475.00
70882636	12/04/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	$148.28
70882637	12/04/2025	103939	AT&T	101	GENERAL FUND	6031-53120	AGRICULTURAL EXT	9391032866	$138.06
70882637	12/04/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391037769	$8.31
70882637	12/04/2025	103939	AT&T	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct#9391032872	$21.20
70882638	12/04/2025	123035	CHICO STATE ENTERPRISES	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	SP015657	$61,685.50
70882639	12/04/2025	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	TEH0005	$91.71
70882639	12/04/2025	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	TEH0011	$49.34
70882640	12/04/2025	116123	DEER CREEK	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	4725-00013-0003	$1,500.00

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			BROADCASTING LLC						
70882641	12/04/2025	106218	DM TECH	105	FIRE FUND	2042-53120	FIRE SCH C VOL	4103-20251201-1	$92.85
70882642	12/04/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3049564	$5.74
70882642	12/04/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	3049605	$3.21
70882643	12/04/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-57605	ROAD DEPARTMENT	735576	$1,332.16
70882644	12/04/2025	105213	GILES LOCK & SECURITY SYSTEMS,	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	930354	$1,622.35
70882645	12/04/2025	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-189908	$135.87
70882645	12/04/2025	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-917140	$154.63
70882645	12/04/2025	113244	GREEN WASTE OF TEHAMA	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	4018-953069	$207.17
70882646	12/04/2025	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	$72.01
70882647	12/04/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014 871176	$1,527.97
70882647	12/04/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6564 852183	$1,521.49
70882647	12/04/2025	136121	HUNT & SONS LLC	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	852694	$33.42
70882647	12/04/2025	136121	HUNT & SONS LLC	601	AIR POLLUTION DI	60110-53291	AIR POLLUTION DI	Acct#6096	$143.13
70882648	12/04/2025	112612	INTERIM HEALTHCARE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$80.00
70882649	12/04/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 11242025	$1,406.47
70882649	12/04/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 1202025	$2,113.76
70882649	12/04/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUND INVOICE 11202025	($6.81)
70882650	12/04/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	103957199	$760.21

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70882650	12/04/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	103968905	$749.89
70882651	12/04/2025	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53140	FIRE SCH C VOL	C527731	$17.71
70882651	12/04/2025	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53140	FIRE SCH C VOL	C529019	$28.89
70882651	12/04/2025	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	C527731	$62.69
70882651	12/04/2025	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	C529019	$42.39
70882651	12/04/2025	100957	LOS MOLINOS HARDWARE	105	FIRE FUND	2042-53180	FIRE SCH C VOL	C527228	$1.21
70882652	12/04/2025	125711	MOORE & BOGENER	220	TC SOLID WASTE M	4045-53230	TC/RB LANDFILL M	16781	$301.50
70882653	12/04/2025	115937	NORTH VALLEY BEHAVORIAL HEALTH	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	12916	$24,423.00
70882654	12/04/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	6031-53220	AGRICULTURAL EXT	444102353001	$55.01
70882654	12/04/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	6031-53220	AGRICULTURAL EXT	444103176001	$20.74
70882654	12/04/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	6031-53220	AGRICULTURAL EXT	445205523001	$276.73
70882654	12/04/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	6031-53220	AGRICULTURAL EXT	445209364001	$24.18
70882654	12/04/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	601	AIR POLLUTION DI	60110-53220	AIR POLLUTION DI	Acct#89517192	$189.45
70882655	12/04/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0548465545-0	$219.83
70882655	12/04/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3385246924-7	$59.22
70882655	12/04/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5554481127-0	$693.30
70882655	12/04/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9221579500-3	$683.69
70882655	12/04/2025	101231	PACIFIC GAS & ELECTRIC	220	TC SOLID WASTE M	4045-53300	TC/RB LANDFILL M	1357775899-1	$276.11
70882656	12/04/2025	101371	RED BLUFF GLASS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	9158	$410.48

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			COMPANY						
70882657	12/04/2025	125775	RELX INC	410	LAW LIBRARY	41010-53230	LAW LIBRARY	3096I80379	$856.00
70882658	12/04/2025	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	250945	$51.63
70882658	12/04/2025	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	251340	$15.06
70882658	12/04/2025	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	251353	$73.86
70882658	12/04/2025	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	251387	$4.83
70882658	12/04/2025	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53180	FIRE SCH C VOL	251671	$70.03
70882659	12/04/2025	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53171	FIRE SCH C VOL	P252604XJ3182	$1,266.00
70882659	12/04/2025	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53230	FIRE SCH C VOL	P252604XJ3182	$465.08
70882660	12/04/2025	125288	SWEETSER & ASSOCIATES, INC	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	2370	$800.00
70882661	12/04/2025	135756	TRUSTED TECH TEAM LLC	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	MAINTENANCE OF EQUIPMENT	$54.61
70882662	12/04/2025	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2027-5323016	SHERIFF	208362	$743.94
70882662	12/04/2025	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	220569	$1,620.65
70882663	12/04/2025	102610	WASTE MANAGEMENT CORPORATE SER	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	1263205-0533-5	$136.96
70882664	12/04/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$248.59
70882665	12/04/2025	101905	ZEP MANUFACTURING CO	105	FIRE FUND	2042-53140	FIRE SCH C VOL	9012087220	$1,232.40
70882665	12/04/2025	101905	ZEP MANUFACTURING CO	105	FIRE FUND	2042-53170	FIRE SCH C VOL	9012087220	$1,144.35
70882667	12/04/2025	V000783	AUDRIANNA DRAPER	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	$360.00
70882668	12/04/2025	V000715	BKS LAW FIRM A	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	PROFESSIONAL/SPECIAL	$7,432.50

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			PROFESSIONAL CO					SERV	
70882671	12/04/2025	136420	DHARMVIR SINGH ETAL	611	CARL MOYER AIR P	61110-55520	CARL MOYER AIR P	Agr#2025-109	$19,545.00
70882672	12/04/2025	116324	DINESH PRASADI	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	$115.00
70882673	12/04/2025	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	510 12/25	$153.65
70882675	12/04/2025	V000723	EVELYN RODGRIGUEZ	112	HEALTH SERVICES	40251-53290	CLINIC SERVICES	IUD/IMPLANT TRNING 10/16/25	$241.71
70882679	12/04/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct 6098 BPO428170	$312.30
70882680	12/04/2025	V000782	JACQUELINE LA RIVIERE	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	$115.00
70882681	12/04/2025	107303	JENNIFER SISNEROS	101	GENERAL FUND	6021-53280	LIBRARY	DEC PROGRAMING	$172.54
70882682	12/04/2025	125013	JF SHEA CONSTRUCTION INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROGPYMT #30	$18,580.00
70882684	12/04/2025	129637	LAURA MERAS	106	PUBLIC SAFETY	2037-53290	PROBATION	FIELD TRAINING OFFICER	$95.00
70882687	12/04/2025	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	313245 BR 3-001	$500.00
70882688	12/04/2025	T00808	SANDRA BYRD	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	078-370-017 2024	$281.09
70882688	12/04/2025	T00808	SANDRA BYRD	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	078-370-017 2025	$194.97
70882689	12/04/2025	135739	SHAUNTE STEWART	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	2026 UNIFORM ALLOWANCE	$720.00
70882692	12/04/2025	133407	THE EMBROIDERY SHOPPE	115	BUILDING & SAFET	2065-53110	BUILDING & SAFET	PO 429077	$195.36
70882694	12/04/2025	119999	TONYA MOORE	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	REIMBURSEMENT FOR SURVEY MONKE	$468.00
70882695	12/04/2025	129446	TREVOR A BROOKE	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	2026 UNIFORM ALLOWANGE	$720.00

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70882696	12/05/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032912	$39.55
70882697	12/05/2025	131348	BEARING DISTRIBUTORS INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	9504667386	$163.03
70882698	12/05/2025	126362	CALIFORNIA SAFETY COMPANY INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	598102	$60.00
70882699	12/05/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	4250124047	$33.30
70882699	12/05/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4250124047	$14.13
70882699	12/05/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4250124087	$32.10
70882699	12/05/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	4250124087	$33.82
70882700	12/05/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	005638-000	$103.00
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005551-000	$16.69
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	005856-000	$255.92
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006331-000	$279.13
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	006408-000	$138.58
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005551-000	$20.35
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005815-000	$56.36
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	005856-000	$433.43
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	006331-000	$472.70
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005551-000	$8.58
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	005856-000	$170.68
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006331-000	$186.15

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70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	006408-000	$34.31
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005551-000	$7.98
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	005856-000	$281.48
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006331-000	$307.00
70882700	12/05/2025	100376	CITY OF RED BLUFF	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	006408-000	$56.59
70882701	12/05/2025	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2037-53290	PROBATION	Ford *15378347 11/07/25 toll	$8.00
70882702	12/05/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	736428	$173.25
70882703	12/05/2025	113244	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	4018-1652750	$225.83
70882703	12/05/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	4018-2160209	$77.12
70882703	12/05/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4018-2160209	$94.06
70882703	12/05/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4018-2236038	$509.99
70882703	12/05/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	4018-2160209	$39.68
70882703	12/05/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	4018-2160209	$36.86
70882704	12/05/2025	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	45823458	$90.28
70882705	12/05/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	331040	$46.98
70882706	12/05/2025	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	C528350	$23.06
70882707	12/05/2025	136379	MARK THOMAS & COMPANY INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	57687	$1,311.65
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	31215	$3,946.06
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	31402	$434.70
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	30240	$767.96

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70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	30339	$2,523.65
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	30533	$1,159.20
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	30630	$96.60
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	30728	$1,883.70
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	30737	$1,159.20
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	31023	$869.40
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	31312	$144.90
70882708	12/05/2025	134086	MCC ENGINEERING	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	37723	$96.60
70882709	12/05/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	01582582	$89.13
70882709	12/05/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-53190	ROAD DEPARTMENT	01582582	$12.33
70882709	12/05/2025	101164	NORTHERN CALIFORNIA GLOVES	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	01582582	$12.40
70882710	12/05/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	2782-485056	$31.91
70882710	12/05/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	2782-485059	$50.03
70882710	12/05/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	2782-485178	$51.00
70882710	12/05/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	2782-485180	$398.73
70882710	12/05/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	2782-485071	$543.75
70882710	12/05/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	2782-484309	$38.59

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70882711	12/05/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1041-53220	PERSONNEL	43738211001	$56.86
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	0590316959-6	$283.96
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	0631983623-2	$522.66
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0590316959-6	$449.37
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0631983623-2	$566.82
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	0590316959-6	$726.08
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	0631983623-2	$877.54
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	0590316959-6	$1,464.26
70882712	12/05/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	0631983623-2	$1,292.88
70882713	12/05/2025	133774	SERVICEWALA STORES LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	005317-53698	$129.99
70882713	12/05/2025	133774	SERVICEWALA STORES LLC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	005317-53731	$456.68
70882714	12/05/2025	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413 12 011 0065364	$136.25
70882715	12/05/2025	117079	VERIZON WIRELESS	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct#770720905-00044	$139.17
70882716	12/05/2025	115894	WESTERN BUSINESS PRODUCTS	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	AR100528	$17.12
70882719	12/05/2025	T00809	BILL F FOLEY	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	910-002-400-000 2025	$15.49
70882720	12/05/2025	113648	DANIEL GRAHAM	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$218.13
70882722	12/05/2025	T00812	FERRIS REVOCABLE LIVING TRUST	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	100-210-028-000	$62.35
70882726	12/05/2025	T00810	JORGE E & HELLEN D ROMERO	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	007-510-034-000 2025	$82.59
70882727	12/05/2025	117709	LEE KEYS	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$251.26

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70882730	12/05/2025	132934	MICHAEL AFFONSO	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$300.00
70882731	12/05/2025	131993	MICHAEL P GOTTSCHALK	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	004-250-003-000 2025	$2,546.30
70882734	12/05/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	GOVAI CONFERENCE	$2,001.88
70882738	12/05/2025	T00811	T A D FARMS INC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	063-010-033-000 2025	$192.20
70882739	12/05/2025	117079	VERIZON WIRELESS	115	BUILDING & SAFET	2065-53120	BUILDING & SAFET	Acct#770720905-00031	$389.58
70882741	12/08/2025	134816	3A CUSTOMS INC	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFF	$497.00
70882742	12/08/2025	107355	AIRGAS USA LLC	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	SNIP/4736170	$151.44
70882743	12/08/2025	134361	ALICIA MARIE VINCITIE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882744	12/08/2025	134126	AMERICAN BOARD OF MEDICOLEGAL	101	GENERAL FUND	2072-53200	SHERIFF - CORONE	MEZA, AMANDA	$50.00
70882744	12/08/2025	134126	AMERICAN BOARD OF MEDICOLEGAL	101	GENERAL FUND	2072-53200	SHERIFF - CORONE	SIZEMORE, JENNIFER	$50.00
70882745	12/08/2025	133924	ANA MEX PROMOTIONS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PO 51799	$1,380.00
70882746	12/08/2025	132885	ANGELA M LAMB	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$169.52
70882747	12/08/2025	V000805	ANGELENA ROSE EMANUELBUDROE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882748	12/08/2025	132855	ANGELO DIMAGGIO	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$30.00
70882749	12/08/2025	133800	ARLEEN M WITT	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882750	12/08/2025	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9391066749	$252.93
70882750	12/08/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032835	$155.40
70882750	12/08/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032838	$128.86

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70882750	12/08/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	$94.27
70882751	12/08/2025	113573	AT&T U-VERSE	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 138860118 Internet	$96.30
70882752	12/08/2025	126991	AXON ENTERPRISES INC	106	PUBLIC SAFETY	2027-53800	SHERIFF	107490	$4,340.31
70882753	12/08/2025	124777	BARBARA CARLSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882754	12/08/2025	V000102	BEATRIZ CAROLINA CSERY-BLUE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882755	12/08/2025	V000803	BELLA BROCKMAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882756	12/08/2025	121232	BETH S CHANEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$202.60
70882757	12/08/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$270.00
70882758	12/08/2025	V000530	BLUE TRITON BRANDS INC	712	TEHAMA MAJOR CRI	71210-53230	TEHAMA MAJOR CRI	8730225486	$62.32
70882759	12/08/2025	105743	BOB CHANEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$264.30
70882760	12/08/2025	V000099	BRAEDYN CHRISMAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882761	12/08/2025	109981	BUTTE COUNTY PUBLIC HEALTH	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO SHERIFF	$64.00
70882762	12/08/2025	V000767	CALIFORNIA ASSOCIATION FOR PRO	106	PUBLIC SAFETY	2027-53200	SHERIFF	COONFIELD, JENNIFER	$60.00
70882762	12/08/2025	V000767	CALIFORNIA ASSOCIATION FOR PRO	106	PUBLIC SAFETY	2027-53200	SHERIFF	MILLER, BRITTANY	$60.00
70882763	12/08/2025	T0040249	CAROLINE B SLATER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00

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70882764	12/08/2025	133775	CHARITY LEE BELLUS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882765	12/08/2025	V000795	CHARLOTTE JEAN HARMS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882766	12/08/2025	V000145	CHERYAL LANDINGHAM BUTTS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882767	12/08/2025	115630	CPOC FOUNDATION	106	PUBLIC SAFETY	2037-53290	PROBATION	Quigley Webinair Jan 2026 W	$300.00
70882767	12/08/2025	115630	CPOC FOUNDATION	106	PUBLIC SAFETY	2037-53290	PROBATION	Webinair 12/03/25 S. Murphy	$160.00
70882768	12/08/2025	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$360.00
70882769	12/08/2025	127842	COLLEEN KAY AMARAL	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$218.56
70882770	12/08/2025	V000179	COLLEEN LEWIS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882771	12/08/2025	V000798	COLLEEN MARIE TOBIN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882772	12/08/2025	134817	CONSOR NORTH AMERICA INC	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	PROFESSIONAL/SPECIAL SERV	$15,272.54
70882773	12/08/2025	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$909.37
70882774	12/08/2025	130737	DANA HOLLMER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$211.10
70882775	12/08/2025	T0036685	DANIEL LESLIE BOONE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$151.39
70882776	12/08/2025	V000129	DAVID SAKALOSKY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882777	12/08/2025	125219	DAVID CHRISMAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL	$161.00

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								EXP	
70882778	12/08/2025	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125699	$2,737.28
70882779	12/08/2025	T0014747	DELORES MAE MAY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882780	12/08/2025	117602	DEPT OF FORESTRY & FIRE PROTEC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	$1,200.00
70882781	12/08/2025	133796	DIANE E SCIORTINO	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882782	12/08/2025	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	$1,358.79
70882783	12/08/2025	V000794	DORIS LEE TIANG YOUNG	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882784	12/08/2025	134338	DOUGLAS RAY ENGLAND	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882785	12/08/2025	V000110	DUANE EVERETT FLANIGAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882786	12/08/2025	133368	ECO MEDICAL INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	9112377	$186.00
70882786	12/08/2025	133368	ECO MEDICAL INC	106	PUBLIC SAFETY	2032-53230	JAIL	9112195	$135.00
70882787	12/08/2025	106105	ECOLAB	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	Supplies	$152.20
70882788	12/08/2025	V000810	EDGAR VASQUEZ JUAREZ	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882789	12/08/2025	131650	EDUARDO LEMUS JR	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$205.96
70882790	12/08/2025	V000799	ELIJAH BURLEY PHILLIPS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00

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70882791	12/08/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53290	SHERIFF	368993392	$190.96
70882791	12/08/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53290	SHERIFF	472865750	$190.75
70882791	12/08/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53290	SHERIFF	473561718	$281.08
70882791	12/08/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2027-53290	SHERIFF	473683715	$256.30
70882791	12/08/2025	T0041614	ENTERPRISE RENT A CAR	106	PUBLIC SAFETY	2032-53290	JAIL	667335364	$189.48
70882792	12/08/2025	112293	EQUIFAX CREDIT INFORMATION SER	106	PUBLIC SAFETY	2027-53230	SHERIFF	0004/736VC00020	$53.00
70882793	12/08/2025	105222	EVIDENT	106	PUBLIC SAFETY	2027-53220	SHERIFF	15461	$114.74
70882794	12/08/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	$609.28
70882794	12/08/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$815.64
70882795	12/08/2025	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	$20,890.91
70882796	12/08/2025	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2037-53290	PROBATION	CA 1538347 TOLL	$12.04
70882797	12/08/2025	V000807	FLOR CELESTE LUGO GERMAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882798	12/08/2025	114932	FRANK JOSEPH AMARAL	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882799	12/08/2025	V000812	FRANK MATTHEW BACHMEYER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$298.50
70882800	12/08/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	834413163	$108.83
70882801	12/08/2025	127967	GRANICUS LLC	101	GENERAL FUND	1013-53230	CLERK OF THE BOA	Data Migration, PO #428498	$24,000.00
70882802	12/08/2025	113244	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	ac 4018-2769653	$430.87

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70882803	12/08/2025	V000117	GREGORY MARTIN GILBERT	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882804	12/08/2025	112696	HENRY SCHEIN/CALIGOR	510	PRISONERS WELFAR	51010-53190	PRISONERS WELFAR	HENRY SCHEIN INVOICE 12032025	$191.08
70882805	12/08/2025	115799	HOLLY KAY WILSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882806	12/08/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	6238 CAA	$35.21
70882806	12/08/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6238 MOW	$22.53
70882807	12/08/2025	130113	IC SOLUTIONS	510	PRISONERS WELFAR	51010-53120	PRISONERS WELFAR	ICS INVOICE 11302025	$1,608.81
70882808	12/08/2025	T0033491	JEANETTE PEETS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882809	12/08/2025	136009	JEANNE L ATKIN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882810	12/08/2025	111190	JENNIFER LYNN STETSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$153.84
70882811	12/08/2025	V000804	JESUS DIMAS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882812	12/08/2025	V000791	JOSEPH RICHARD ROMERO	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882813	12/08/2025	132845	JUDITH EILEEN BAILEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882814	12/08/2025	V000135	JUDITH GAYLEYNE KRUSE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882815	12/08/2025	V000806	KARA LYNN KUPFER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882816	12/08/2025	136010	KATHY JANE BEZAYIFF	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL	$161.00

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70882817	12/08/2025	130721	KATHY RAMOS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882818	12/08/2025	136040	KEVIN D SELLERS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882819	12/08/2025	136519	LAW OFFICE OF BRUCE W EBERT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JUVENILE PSYCH EVAL OCT 25 A.L	$3,800.00
70882820	12/08/2025	V000743	LEHR	101	GENERAL FUND	2072-57605	SHERIFF - CORONE	66090	$3,979.36
70882820	12/08/2025	V000743	LEHR	106	PUBLIC SAFETY	2027-57605	SHERIFF	66090	$40,889.64
70882821	12/08/2025	131645	LISA KING	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$205.22
70882822	12/08/2025	V000792	LISA KRUMWIDE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882823	12/08/2025	V000790	LORRAINE DEE ROMERO	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882824	12/08/2025	V000800	LYNETTE MARIE ST LAURENT	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882825	12/08/2025	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2037-53290	PROBATION	STC 626-39298 Color Bks-15	$284.25
70882826	12/08/2025	136020	MADRONE EDDY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$176.97
70882827	12/08/2025	V000808	MADYSON PRATHER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882828	12/08/2025	120024	MARILYN J WOOLEY PH D	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFF	$500.00
70882829	12/08/2025	136044	MARSHA GAIL SMITH	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00

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70882830	12/08/2025	111166	MARY J CLANCY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882831	12/08/2025	V000096	MATTHEW C HANSEN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.10
70882832	12/08/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	MEGABYTE	$9,802.17
70882833	12/08/2025	118133	MICAH STETSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882834	12/08/2025	V000793	MICHAEL LEE FROST	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882835	12/08/2025	127884	MICHAEL REX SMITH II	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882836	12/08/2025	V000811	MICHEL ALAN BETHUREM	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882837	12/08/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Ndle Disp, rescue conc	$1,213.59
70882837	12/08/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Syr 03cc	$18.25
70882838	12/08/2025	134357	NANCI ANNE SOUZA	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882839	12/08/2025	T0011650	NANCY ELLEN OSBORNE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$148.94
70882840	12/08/2025	V000797	NANCY LYNNE SMALLEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882841	12/08/2025	108020	NATALIE FERGUSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$195.11
70882842	12/08/2025	V000813	NATHAN DANIEL POLK	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$209.21

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70882843	12/08/2025	131648	NINA MARIE LARA	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$183.56
70882844	12/08/2025	102677	NORCAL SERVICES FOR THE DEAF	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	$250.00
70882845	12/08/2025	V000769	NUCLEAR MEDICINE ASSOCIATES	106	PUBLIC SAFETY	20321-532393	JAIL - HEALTH SE	GUTIERREZ, M	$100.00
70882846	12/08/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	25664	$5,250.31
70882846	12/08/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	26716A JDF portion	$5,250.32
70882847	12/08/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2032-53220	JAIL	89517192	$54.63
70882847	12/08/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	AC 44149 TONER	$149.10
70882848	12/08/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Desk pad calendar	$39.60
70882849	12/08/2025	124775	PAMELA SUE CUMMINS	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882850	12/08/2025	T0043808	PATRICIA ANNE TURNBULL	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882851	12/08/2025	V000109	PATTI ANNE EMERSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882852	12/08/2025	136047	PAUL YOUNG	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882853	12/08/2025	101267	PEERLESS BUILDING MAINT INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$8,055.55
70882854	12/08/2025	132875	PENNY JACKOLYN WELSH	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882855	12/08/2025	127583	PRESTIGE RADIOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO CORONER	$1,013.00

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70882855	12/08/2025	127583	PRESTIGE RADIOLOGY INC	106	PUBLIC SAFETY	20321-532394	JAIL - HEALTH SE	TEHAMA CO JAIL	$5,335.00
70882856	12/08/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$1,695.83
70882856	12/08/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	$27.75
70882857	12/08/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$953.57
70882858	12/08/2025	103866	PROFESSIONAL MEDICAL COPY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$181.90
70882859	12/08/2025	V000814	RACHAEL WALTZ	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$193.74
70882860	12/08/2025	106620	RALEYS IN STORE CHARGE	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 5000311 11/26/25 FOOD	$21.10
70882861	12/08/2025	110235	REDWOOD TOXICOLOGY	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	302458	$605.00
70882862	12/08/2025	136016	REFUGIA MARGARITA CASTANEDA	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882863	12/08/2025	V000134	RENEE J KENNEDY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$155.38
70882864	12/08/2025	136017	RENEE LYNN COTTER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882865	12/08/2025	132868	RICHARD ARTHUR GEORGE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$243.34
70882866	12/08/2025	V000796	RICHARD JR GUTIERREZ	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882867	12/08/2025	V000809	RILEY RUSH	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882868	12/08/2025	136046	ROBERT DAVID WHATLEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00

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70882869	12/08/2025	136045	ROBERT WINTERS VAN ROOYEN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882870	12/08/2025	130723	RONALD ALAN SARGENT	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882871	12/08/2025	V000118	ROSEMARIE PARISI	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882872	12/08/2025	102615	RUTH ANN ROWEN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882873	12/08/2025	T0041647	RUTH C MAGUIRE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882874	12/08/2025	V000802	RYANN BREWER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882875	12/08/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	$420.00
70882876	12/08/2025	136043	SAMANTHA ELAINE SMALLEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882877	12/08/2025	131685	SARAH B TALLEY	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882878	12/08/2025	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	$187.35
70882879	12/08/2025	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000048	$4,306.80
70882879	12/08/2025	113581	SATELLITE TRACKING OF PEOPLE L	106	PUBLIC SAFETY	2032-53230	JAIL	0016-000049	$1,939.35
70882880	12/08/2025	127903	SHELLEY ZIMMERMAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$277.00
70882881	12/08/2025	131642	SHERI ANN HOLM	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$206.03

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70882882	12/08/2025	135342	SOLUTIONS WEST	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	$57,200.00
70882883	12/08/2025	108325	STAPLES ADVANTAGE	106	PUBLIC SAFETY	20321-53220	JAIL - HEALTH SE	LA 1054406	$149.08
70882884	12/08/2025	134591	STEPHEN A DYKE	106	PUBLIC SAFETY	2027-532214	SHERIFF	1694	$60.19
70882885	12/08/2025	105719	STEVE CHAMBLIN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$283.60
70882886	12/08/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF Fruit 11/24/2025	$94.00
70882887	12/08/2025	133789	SUSAN D MESSLER	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882888	12/08/2025	V000801	SUSAN ERMINIA TORRES	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$30.00
70882889	12/08/2025	132850	SUSAN MARIE MITCHELL	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882890	12/08/2025	130714	SUSAN VIRGINIA LAURENTE	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882891	12/08/2025	V000178	SUZETTE LEITEM	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882892	12/08/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$3,172.53
70882892	12/08/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$62.11
70882892	12/08/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 Juvenile Hall	$2,199.10
70882893	12/08/2025	136030	TAMARA LORIANN LUCERO	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882894	12/08/2025	128555	TEGAN FRAKES	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882895	12/08/2025	136038	TERESA MARIE RADFORD	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00

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70882896	12/08/2025	130693	THERESA LANGLEY CHRISMAN	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882897	12/08/2025	136026	TINA MARIE HAMMOND - MCDOWELL	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882898	12/08/2025	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	$160.00
70882899	12/08/2025	109466	TREASURY MANAGEMENT SERVICES	106	PUBLIC SAFETY	2027-53230	SHERIFF	1-534-0179-3416	$150.68
70882900	12/08/2025	V000177	TYLER KING	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$65.50
70882901	12/08/2025	121395	ULINE	101	GENERAL FUND	2072-53190	SHERIFF - CORONE	23667534	$210.66
70882902	12/08/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$5,387.68
70882902	12/08/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$174.02
70882903	12/08/2025	101306	U S POSTAL SERVICE	106	PUBLIC SAFETY	2037-53220	PROBATION	TC Prob Box 99 Annual Fee	$420.00
70882904	12/08/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2027-53120	SHERIFF	772102544-00002	$223.37
70882904	12/08/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	772102544-00002	$41.39
70882904	12/08/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2031-53120	WORK FARM	772102544-00002	$41.39
70882904	12/08/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2032-53120	JAIL	772102544-00002	$94.57
70882904	12/08/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 770720905-00023	$114.03
70882904	12/08/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC#942055367-00002 THRU 11/23	$152.04
70882905	12/08/2025	131663	VICTORIA HELENA-MARIE PEREZ	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$161.00
70882906	12/08/2025	134325	WAYNE GENE CARLSON	101	GENERAL FUND	1052-53280	ELECTIONS	SPECIAL DEPARTMENTAL EXP	$131.00
70882907	12/08/2025	109428	WEST PAYMENT CENTER	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	1000271237	$655.74

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70882908	12/08/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	Cable from Wellness to MDF	$3,085.80
70882909	12/08/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	Vanguard Dapp	$345.08
70882910	12/08/2025	V000781	CHET T ALLEN	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit 215	$812.17
70882911	12/08/2025	V000779	MARGARET WAHL	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit 213	$1,400.00
70882912	12/08/2025	132269	NITYAM LLC	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS	$1,260.00
70882913	12/08/2025	129153	R P H & H ENTERPRISES, INC	615	CARB WOODSMOKE G	61510-55520	CARB WOODSMOKE G	Voucher 3-082 - Agr#2024-154	$5,000.00
70882913	12/08/2025	129153	R P H & H ENTERPRISES, INC	615	CARB WOODSMOKE G	61510-55520	CARB WOODSMOKE G	Voucher#3-074 Agr#2024-154	$5,000.00
70882914	12/08/2025	T00759	SANDRA HUGHEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2021	$1,369.27
70882914	12/08/2025	T00759	SANDRA HUGHEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2022	$1,378.19
70882914	12/08/2025	T00759	SANDRA HUGHEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2023	$1,433.10
70882914	12/08/2025	T00759	SANDRA HUGHEY	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	073101006000 2024	$1,466.22
70882915	12/08/2025	101306	U S POSTAL SERVICE	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	PO Box yearly fee	$420.00
70882916	12/09/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	Payroll Interface	$5,455.48
70882917	12/09/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$866.60
70882918	12/09/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	Payroll Interface	$3,811.86
70882919	12/09/2025	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	Payroll Interface	$2,198.45
70882920	12/09/2025	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	Payroll Interface	$437.52
70882921	12/09/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$100.00
70882922	12/09/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$855.38

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70882923	12/09/2025	104623	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$131.00
70882924	12/09/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	Payroll Interface	$520.63
70882925	12/09/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	Payroll Interface	$420.00
70882926	12/09/2025	L136726	PHI HEALTH LLC	265	COUNTY P/R TRUST	265-208138	NOT APPLICABLE	Payroll Interface	$20.00
70882927	12/09/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$2,165.12
70882928	12/09/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	Payroll Interface	$5,322.52
70882929	12/09/2025	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	Payroll Interface	$1,616.02
70882930	12/09/2025	L207827	TCDAIA	265	COUNTY P/R TRUST	265-207827	NOT APPLICABLE	Payroll Interface	$105.00
70882931	12/09/2025	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	Payroll Interface	$78.00
70882932	12/09/2025	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	Payroll Interface	$35.00
70882933	12/09/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	$170.00
70882934	12/09/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391081135	$169.11
70882935	12/09/2025	V000558	B & T CA LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	TC CAA 12/2025	$9.00
70882935	12/09/2025	V000558	B & T CA LLC	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	Auto maintenance	$18.00
70882936	12/09/2025	107169	BAY ALARM	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	530666	$405.00
70882937	12/09/2025	110482	DOMINION VOTING SYSTEMS INC	101	GENERAL FUND	1052-53280	ELECTIONS	Agmt 2025-057	$2,184.85
70882938	12/09/2025	T0041614	ENTERPRISE RENT A CAR	101	GENERAL FUND	1052-53280	ELECTIONS	PO #B-415853-25	$724.83
70882939	12/09/2025	113244	GREEN WASTE OF TEHAMA	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	4018-2781765	$47.81
70882940	12/09/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	CAA 6238	$69.24

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70882940	12/09/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6035	$265.29
70882940	12/09/2025	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	MOW 6238	$6.56
70882941	12/09/2025	136228	JOHN MUIR PHYSICIAN NETWORK	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	PO 9688	$3,284.00
70882942	12/09/2025	V000784	MNG PARTNERSHIP HOLDINGS LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	3757915	$500.00
70882943	12/09/2025	134990	PACIFIC COAST AV	101	GENERAL FUND	1073-53170	GENERAL SERVICES	MAINTENANCE OF EQUIPMENT	$3,200.00
70882945	12/09/2025	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	MAINTENANCE OF EQUIPMENT	$2,060.00
70882946	12/09/2025	101267	PEERLESS BUILDING MAINT INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	$2,590.00
70882947	12/09/2025	110993	PERPETUAL STORAGE INC	101	GENERAL FUND	2071-53260	CLERK - RECORDER	Agmt #61PA25	$340.62
70882948	12/09/2025	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	2469	$265.00
70882949	12/09/2025	V000199	RA AUTOMOTIVE SOFTWARE SOLUTIO	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$600.00
70882951	12/09/2025	106620	RALEYS IN STORE CHARGE	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	5002101	$600.77
70882952	12/09/2025	101509	SHELBY'S PEST CONTROL INC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	$360.00
70882953	12/09/2025	121976	TEHAMA PROPERTY MANAGEMENT INC	535	TC CHILD & FAMIL	53510-53260	TC CHILD & FAMIL	RENT/LEASE OF BUILDINGS	$1,500.00
70882954	12/09/2025	136596	WBCP INC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	$6,024.25
70882955	12/09/2025	106142	CASSIDY'S AUTO LUBE	101	GENERAL FUND	1025-53210	PURCHASING	November invoices	$370.12
70882956	12/09/2025	T00816	EASY SMART PAY	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	CORTAC REFUND 1ST	$1,008.48

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70882957	12/09/2025	V000711	EV RIFE ENTERPRISES INC	101	GENERAL FUND	7013-53230	CAMP TEHAMA	PO429087	$9,306.60
70882958	12/09/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$2.96
70882958	12/09/2025	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	MTCE STRUCT-IMPRV-GROUNDS	$42.96
70882959	12/09/2025	107303	JENNIFER SISNEROS	101	GENERAL FUND	6021-53280	LIBRARY	PROGRAMMING ITEMS	$47.12
70882960	12/09/2025	126721	JESSE BAIN	106	PUBLIC SAFETY	2037-53170	PROBATION	FLOOR MATS	$100.22
70882961	12/09/2025	V000816	KAYLA LARSON	101	GENERAL FUND	5060-53290	VETERANS SERVICE	REDDING VA	$36.82
70882962	12/09/2025	T0012129	KEVIN GENE PEARCE	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$300.00
70882963	12/09/2025	130991	MARIO TEJEDA-RODRIGUEZ	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$83.51
70882964	12/09/2025	V000544	MICHELLE OLIVEREZ	449	DA RESTITUTION	449-301800	NOT APPLICABLE	25CR552	$330.00
70882965	12/09/2025	T00814	NANCY J MEZA BAUTISTA ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	073032004000 2024	$34.04
70882966	12/09/2025	125780	NANCY KEYES	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	WALMART/FOOD FOR YOUTH	$62.73
70882967	12/09/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	89517192	$44.94
70882967	12/09/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	89517192	$53.61
70882968	12/09/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	4264120917-8	$210.83
70882968	12/09/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	7551779389-1	$32.24
70882969	12/09/2025	T00813	PATRICK D CORVELEYN	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	006370033000 2025	$57.58
70882970	12/09/2025	108794	POSTMASTER	101	GENERAL FUND	2016-53220	GRAND JURY	PO BOX 161-YEARLY DUES	$268.00

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70882971	12/10/2025	101233	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	248 134-7711 774 9	$4.43
70882972	12/10/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032841	$37.18
70882973	12/10/2025	V000558	B & T CA LLC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TC SHERIFFS OFFICE	$100.00
70882974	12/10/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2028-53250	AUTO SHOP	774 ANTELOPE ALARM MONITORING	$218.79
70882974	12/10/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2028-53250	AUTO SHOP	CREDIT MEMO	($59.58)
70882974	12/10/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	76866	$585.00
70882975	12/10/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$216.00
70882976	12/10/2025	T0043171	CALIFORNIA COUNTY LIBRARIANS A	101	GENERAL FUND	6021-53200	LIBRARY	MEMBERSHIPS & DUES	$35.00
70882977	12/10/2025	T0041258	CALPELRA	101	GENERAL FUND	1041-53290	PERSONNEL	EMPLOYEE TRAVEL/TRAINING	$495.00
70882978	12/10/2025	134487	CANINE DEVELOPMENT GROUP INC	106	PUBLIC SAFETY	2027-532214	SHERIFF	BENSON, CHRISTOPHER	$140.00
70882979	12/10/2025	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	0000062	$0.00
70882979	12/10/2025	100376	CITY OF RED BLUFF	116	SENIOR NUTRITION	5063-53260	SENIOR NUTRITION	000062	$150.00
70882980	12/10/2025	111230	CORNING CHEVROLET BUICK	106	PUBLIC SAFETY	2027-53170	SHERIFF	10034	$4,198.19
70882980	12/10/2025	111230	CORNING CHEVROLET BUICK	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	10034	$70.44
70882981	12/10/2025	113463	CRITICAL REACH	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFF	$520.00
70882982	12/10/2025	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$1,512.40
70882983	12/10/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	CATE	$31,595.21
70882984	12/10/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	$4,200.00
70882985	12/10/2025	135122	TODD ALLEN	106	PUBLIC SAFETY	2027-53800	SHERIFF	TEHAMA CO FIRE	$16,795.35

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70882986	12/10/2025	127735	FASTRAK INVOICE PROCESSING DEP	106	PUBLIC SAFETY	2032-53291	JAIL	CA 1503439	$8.00
70882987	12/10/2025	103029	FASTRAK VIOLATION PROCESSING D	106	PUBLIC SAFETY	2032-53291	JAIL	CA 1503439	$21.75
70882988	12/10/2025	100668	GAGER DISTRIBUTING INC	106	PUBLIC SAFETY	2032-53140	JAIL	01-111	$2,947.69
70882989	12/10/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7013-53170	CAMP TEHAMA	6035 3225 4090 4939	$184.74
70882990	12/10/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	$268.57
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	$258.26
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	$239.70
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	$7,958.98
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	$143.10
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	$1,326.09
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2031-53291	WORK FARM	6038	$24.53
70882990	12/10/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	$649.90
70882990	12/10/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	$1,366.72
70882991	12/10/2025	V000035	INT ASSOCIATION OF CORONERS AN	101	GENERAL FUND	2072-53200	SHERIFF - CORONE	SIZEMORE, JENNIFER	$100.00
70882992	12/10/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFFS	$447.60
70882992	12/10/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	TEHAMA CO SHERIFFS	$584.80
70882993	12/10/2025	T0026020	JOHN LACY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	$2,516.93
70882994	12/10/2025	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMA CO SHERIFFS	$525.00
70882994	12/10/2025	116077	KITT MURRISON PHD	106	PUBLIC SAFETY	2032-53230	JAIL	TEHAMA CO SHERIFFS	$200.00
70882995	12/10/2025	110951	LIEBERT CASSIDY	101	GENERAL FUND	1041-53230	PERSONNEL	PROFESSIONAL/SPECIAL	$47.50

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70882996	12/10/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377	$1,318.47
70882997	12/10/2025	104821	NORTHERN CALIFORNIA YOUTH	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$12,886.68
70882998	12/10/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$15,610.81
70882999	12/10/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2032-53220	JAIL	89517192	$114.93
70883000	12/10/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	Copy paper	$28.67
70883001	12/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	4977672838-5	$25.84
70883001	12/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	$226.68
70883001	12/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5019339502-2	$64.39
70883001	12/10/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5576410026-3	$20.75
70883002	12/10/2025	124601	PETERSON POWER SYSTEMS	101	GENERAL FUND	2075-53170	OFFICE OF EMERG	6399500	$1,680.60
70883002	12/10/2025	124601	PETERSON POWER SYSTEMS	106	PUBLIC SAFETY	2027-53170	SHERIFF	6399500	$1,417.81
70883003	12/10/2025	102904	PITNEY BOWES	106	PUBLIC SAFETY	2027-53220	SHERIFF	30922033	$500.00
70883004	12/10/2025	130285	PLEXUS GLOBAL LLC	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	$272.00
70883005	12/10/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$1,027.49
70883006	12/10/2025	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$1,598.72
70883007	12/10/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	13726	$115.00

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70883007	12/10/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	16129	$55.00
70883007	12/10/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	21244	$50.00
70883007	12/10/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2032-53230	JAIL	16130	$100.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO	$160.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-01846	$100.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-01949	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-01959	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02033	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02088	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02123	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02135	$100.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02149	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02167	$500.00
70883008	12/10/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TCSO 25-02186	$500.00
70883009	12/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$2,785.21
70883009	12/10/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$253.52
70883010	12/10/2025	T0030835	TEHAMA CO EMPLOYER ADVISORY CO	101	GENERAL FUND	1041-53200	PERSONNEL	2026 MEMBERSHIP DUES	$65.00
70883011	12/10/2025	130681	TTS MOTORS INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	12887	$160.00
70883012	12/10/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	MAINTENANCE OF EQUIPMENT	$123.74

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70883013	12/10/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$2,394.34
70883013	12/10/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715	$112.16
70883014	12/10/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	#2025-325 SN October	$4,080.00
70883015	12/10/2025	117079	VERIZON WIRELESS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	770720905-00035	$2,557.56
70883015	12/10/2025	117079	VERIZON WIRELESS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	770720905-00035	$3,813.87
70883015	12/10/2025	117079	VERIZON WIRELESS	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	770720905-00035	$298.24
70883015	12/10/2025	117079	VERIZON WIRELESS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	770720905-00035	$804.35
70883015	12/10/2025	117079	VERIZON WIRELESS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	COMMUNICATIONS	$894.15
70883015	12/10/2025	117079	VERIZON WIRELESS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	770720905-00035	$896.56
70883016	12/10/2025	123478	WILGUS FIRE CONTROL INC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	TEHAMA CO SHERIFF	$1,157.38
70883017	12/10/2025	110577	CA SACA FOUNDATION CONFERENCE	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	J MANNING SPRING CONFERENCE	$500.00
70883017	12/10/2025	110577	CA SACA FOUNDATION CONFERENCE	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	K PETERSON SPRING CONFERENCE	$500.00
70883018	12/10/2025	132052	CANDACE DAVIS	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	910-004-131 2025	$427.36
70883019	12/10/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	218806201	$1,127.00
70883020	12/10/2025	100436	CORNING OBSERVER	527	TC TRANS COMM AD	3034-53230	TCTC ADMINISTRAT	PROFESSIONAL/SPECIAL SERV	$761.58
70883021	12/10/2025	109997	DEPT OF JUSTICE	418	SHERIFF DOJ SERV	418-301800	NOT APPLICABLE	TEHAMA CO SHERIFFS	$2,444.00
70883022	12/10/2025	T00817	JERE G COSTELLO TR	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	830-000-986 2024	$330.77
70883023	12/10/2025	133853	MARIA VIEYRA	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	MILEAGE REIMB-DAILY RUN	$18.90

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70883024	12/10/2025	123562	OBSIDIAN	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	PROFESSIONAL/SPECIAL SERV	$1,842.37
70883025	12/10/2025	101232	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	4985704735-8	$2,602.87
70883026	12/10/2025	V000787	PEGGY LARSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Rec 2048607	$20.00
70883027	12/10/2025	V000787	PEGGY LARSON	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Rec AAP 2048608	$20.00
70883028	12/10/2025	V000820	RED BLUFF APARTMENTS	101	GENERAL FUND	5062-55400	COMMUNITY ACTION	CAA Deposit 214	$947.00
70883029	12/10/2025	V000785	SHERRIE SUNSHINE AND GARRETT C	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Rec AAP 2048780	$20.00
70883030	12/10/2025	V000785	SHERRIE SUNSHINE AND GARRETT C	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Rec AAP 2048779	$20.00
70883031	12/10/2025	V000786	TAMARA AND DONALD HACKLIN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Rec 2048908	$20.00
70883032	12/10/2025	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/MARIJUANA E	OFFICE EXPENSE	$20.00
70883033	12/10/2025	V000085	TOM WALKER	101	GENERAL FUND	1011-532982	BOARD OF SUPERVI	T WALKER CSAC ANNUAL CONF.	$115.97
70883033	12/10/2025	V000085	TOM WALKER	101	GENERAL FUND	1011-532984	BOARD OF SUPERVI	DIST 4 SHARE OF PARKING	$100.00
70883034	12/11/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	$680.00
70883035	12/11/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53250	FIRE SCH C VOL	2143997	$463.80
70883037	12/11/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	1023-53800	ASSESSOR	inv 1366262 PA 379PA25	$7,290.00
70883038	12/11/2025	109623	ASBURY ENVIRONMENTAL SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$73.00
70883039	12/11/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846	$32.51

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70883039	12/11/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848	$32.51
70883039	12/11/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849	$361.14
70883039	12/11/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842	$40.28
70883039	12/11/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960	$96.93
70883039	12/11/2025	103939	AT&T	220	TC SOLID WASTE M	4045-53120	TC/RB LANDFILL M	93910232915	$96.46
70883040	12/11/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	712	TEHAMA MAJOR CRI	71210-53120	TEHAMA MAJOR CRI	834696643	$403.60
70883041	12/11/2025	V000558	B & T CA LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$18.00
70883042	12/11/2025	V000817	BETTY KING	101	GENERAL FUND	2078-460930	DIV OF ANIMAL SE	Adoption Refund	$110.00
70883043	12/11/2025	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	4011-53210	ENVIRONMENTAL HE	8730224249	$92.93
70883044	12/11/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER RX	$1,439.04
70883045	12/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2027-53120	SHERIFF	176983001	$695.98
70883045	12/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	176982401	$114.99
70883045	12/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977401	$149.99
70883045	12/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977501	$1,789.99
70883045	12/11/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977601	$119.99
70883046	12/11/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1073-53301	GENERAL SERVICES	Water/Sewer 10/3/25-11/4/25	$87.64
70883046	12/11/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	Water/Sewer	$49.68

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								10/3/25-11/4/25	
70883047	12/11/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BRANDING INCIDENT	$101.18
70883048	12/11/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	HOLLOW INCIDENT	$112.43
70883048	12/11/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER RX	$1,124.25
70883049	12/11/2025	100442	CORNING LUMBER CO INC	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	MTCE STRUCT-IMPRV-GROUNDS	$20.18
70883050	12/11/2025	120435	DANIEL R KENNEDY	108	SOCIAL SERVICES	5013-53260	SOCIAL SERVICES	1007112	$600.00
70883051	12/11/2025	112469	DAVE'S TRACTOR INC	106	PUBLIC SAFETY	2031-57600	WORK FARM	TEHAMA CO SHERIFFS	$3,110.25
70883052	12/11/2025	108674	DELL MARKETING LP	101	GENERAL FUND	2077-53800	PLANNING DEPARTM	New monitor and Towers	$8,108.43
70883053	12/11/2025	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	OFFICE EXPENSE	$268.75
70883054	12/11/2025	V000395	DUCOR TELEPHONE COMPANY	106	PUBLIC SAFETY	2027-53250	SHERIFF	COUNT	$46.13
70883055	12/11/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345	$1,523.20
70883055	12/11/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$1,165.20
70883056	12/11/2025	135339	FILTERBUY INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$489.51
70883057	12/11/2025	128167	GARY G MCPHETRIDGE JR	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	$99.44
70883058	12/11/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$185.63
70883058	12/11/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	$67.14
70883058	12/11/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53140	FIRE SCH C VOL	33156422	$222.07

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70883058	12/11/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	33156422	$952.36
70883058	12/11/2025	V000233	GENUINE PARTS COMPANY INC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	33156422	$26.81
70883059	12/11/2025	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	UTILITIES	$131.13
70883060	12/11/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	6035 3225 3100 2792	$380.56
70883061	12/11/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMASHERIFF	$63.00
70883062	12/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	4011-53291	ENVIRONMENTAL HE	6012	$460.92
70883062	12/11/2025	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	99524	$6,520.62
70883063	12/11/2025	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$200.75
70883064	12/11/2025	T0026020	JOHN LACY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BOFFS INCIDENT	$89.94
70883065	12/11/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE INVOICE 12092025	$1,657.16
70883065	12/11/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	KEEFE REFUND INVOICE 12102025	($12.71)
70883066	12/11/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$696.48
70883067	12/11/2025	102227	LEXIPOL LLC	106	PUBLIC SAFETY	2032-53290	JAIL	TEHAMA CO SHERIFF	$9,976.81
70883068	12/11/2025	115402	LIONAKIS	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	JAIL RE-ENTRY	$21,200.00
70883069	12/11/2025	V000449	MULTI SERVICE TECHNOLOGY SOLUT	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$83.82
70883070	12/11/2025	116981	NORCAL PRESORT	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	Service 11/17 - 11/21	$11.02

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70883071	12/11/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv163338 PA 453PA25	$88.93
70883072	12/11/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	inv 163208 PO 453PA25	$68.10
70883073	12/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2032-53220	JAIL	89517192	$43.94
70883075	12/11/2025	124601	PETERSON POWER SYSTEMS	101	GENERAL FUND	2075-53170	OFFICE OF EMERG	6399500	$1,586.87
70883075	12/11/2025	124601	PETERSON POWER SYSTEMS	106	PUBLIC SAFETY	2027-53170	SHERIFF	6399500	$1,115.82
70883075	12/11/2025	124601	PETERSON POWER SYSTEMS	106	PUBLIC SAFETY	2032-53170	JAIL	6399500	$1,315.54
70883076	12/11/2025	110024	RED BLUFF DAILY NEWS	101	GENERAL FUND	1013-53240	CLERK OF THE BOA	BOS Legal Ad	$47.63
70883077	12/11/2025	135299	REDDING SPINE AND SPORTS MEDIC	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	13522389A	$624.00
70883078	12/11/2025	122687	SARAH A MAYBERRY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BRANDING INCIDENT	$101.18
70883079	12/11/2025	125550	SHN CONSULTING ENGINEERS & GEO	101	GENERAL FUND	2077-53230	PLANNING DEPARTM	Inv. Period ending Oct 2025	$1,998.75
70883081	12/11/2025	134616	SOUTH AVENUE INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	SMALL TOOLS & INSTRUMENTS	$29.08
70883081	12/11/2025	134616	SOUTH AVENUE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	SPECIAL DEPARTMENTAL EXP	$17.22
70883084	12/11/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5271551	$0.39
70883084	12/11/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5271551	$12.22
70883084	12/11/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071	$1,252.35
70883085	12/11/2025	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2027-5323016	SHERIFF	208362	$550.00
70883086	12/11/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	10/24/25-11/23/25	$74.00

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70883087	12/11/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	OCTOBER 2025	$14,700.00
70883087	12/11/2025	112949	ADAMS ASHBY GROUP INC	103	CAPITAL OUTLAY	1081-57597	PLANT ACQUISITIO	OCTOBER 2025	$6,000.00
70883088	12/11/2025	130093	BRANDON VOTAW	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFWTY BOOTS 2025	$25.29
70883092	12/11/2025	110846	CLAYTON BENNETT	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$274.08
70883096	12/11/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018-1444544	$338.57
70883096	12/11/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018-987021	$338.57
70883098	12/11/2025	112657	JAY BRADLEY	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$300.00
70883107	12/11/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct# 89517192	$154.44
70883108	12/11/2025	142392	OFFICE OF STATE REGISTRAR	442	CLERK/REC DAILY	442-301800	NOT APPLICABLE	Nov 2025 State Fees	$2,020.65
70883114	12/11/2025	113268	STATE WATER RESOURCES CONTROL	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	PROFESSIONAL/SPECIAL SERV	$610.00
70883117	12/11/2025	101448	SWRCB/SW FEES	605	TC SANITATION DI	60510-53280	TC SANITATION DI	SD 46015	$3,945.00
70883117	12/11/2025	101448	SWRCB/SW FEES	605	TC SANITATION DI	60510-53280	TC SANITATION DI	SPECIAL DEPARTMENTAL EXP	$4,079.00
70883119	12/11/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018 1444544	$338.57
70883119	12/11/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018 987021	$338.57
70883121	12/12/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	9391032845	$62.06
70883122	12/12/2025	133996	ATHENA ANN DYER	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	NOV 2025 INV	$400.00
70883123	12/12/2025	V000558	B & T CA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	1292	$29.00
70883124	12/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-4	$216.00
70883124	12/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1	$50.60
70883124	12/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 363203-1 DRC	$25.30

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70883125	12/12/2025	100249	BURTON'S FIRE INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	S70233	$428.06
70883126	12/12/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	6021-53120	LIBRARY	176976901	$112.44
70883126	12/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	AC 176982501-DEC 2025	$745.20
70883126	12/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	AC 176978701- Dec 2025	$301.66
70883126	12/12/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	AC 176978401 DEC 2025	$1,665.20
70883127	12/12/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007440000	$137.40
70883127	12/12/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	6021-53300	LIBRARY	007457000	$99.71
70883127	12/12/2025	100376	CITY OF RED BLUFF	405	PUBLIC SFTY AUGM	40510-55623	PUBLIC SFTY AUGM	PROP 172 COLL 10/16/25-11/15/2	$12,459.37
70883127	12/12/2025	100376	CITY OF RED BLUFF	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	014025	$173.00
70883128	12/12/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$1,708.86
70883129	12/12/2025	102620	DAVE DOUGHTY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$584.61
70883130	12/12/2025	103366	DEPT OF FISH & GAME	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	R25012	$2,257.50
70883131	12/12/2025	117602	DEPT OF FORESTRY & FIRE PROTEC	105	FIRE FUND	2044-55521	FIRE STATE CONTR	176097	$934,608.62
70883132	12/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 194283-1 SNP	$169.92
70883132	12/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-1	$87.71
70883132	12/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 214109-4 JDF FOOD	$59.24
70883133	12/12/2025	131138	ECLIPSE MEDIA	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	9988	$117.50

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			SOLUTIONS						
70883134	12/12/2025	V000233	GENUINE PARTS COMPANY INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	63641	$40.00
70883135	12/12/2025	113113	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2037-53140	PROBATION	AC 4019-10199 11/26/25	$62.70
70883136	12/12/2025	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	4018-2787678	$117.56
70883137	12/12/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	AC S0106 DRC NOV 2025 32489	$59.59
70883137	12/12/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC S0106 JDF 32489 NOV	$114.58
70883137	12/12/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2037-53140	PROBATION	AC S0106 Prob 32489 NOV	$114.58
70883138	12/12/2025	134656	HUMBOLDT MOVING & STORAGE CO I	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	32491	$50.40
70883139	12/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2073-53291	PUB GUARDIAN / P	6136	$55.57
70883139	12/12/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	6021-53291	LIBRARY	6022	$100.86
70883140	12/12/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	6021-53180	LIBRARY	52940	$79.00
70883140	12/12/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2037-53170	PROBATION	JJC Gun Locker	$83.59
70883140	12/12/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2037-53170	PROBATION	TAGS FOR Gun Locker JJC	$14.96
70883141	12/12/2025	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53170	JAIL	651106	$114.83
70883142	12/12/2025	135057	KHARON INC	101	GENERAL FUND	2072-532302	SHERIFF - CORONE	25-02033	$795.00
70883143	12/12/2025	110712	LABCORP OF AMERICA HOLDINGS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	04100230	$100.00
70883144	12/12/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	6021-53300	LIBRARY	0314B	$32.13
70883144	12/12/2025	103809	LOS MOLINOS	105	FIRE FUND	2042-53300	FIRE SCH C VOL	COU500 0001P	$163.85

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			COMMUNITY SERVICES						
70883145	12/12/2025	V000822	MARIA GUADALUPE OROZCO SOFO	535	TC CHILD & FAMIL	53510-555220	TC CHILD & FAMIL	INV1	$200.00
70883146	12/12/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	SUNFLOWER	$629.58
70883146	12/12/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	TGU009771	$101.18
70883146	12/12/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53230	FIRE SCH C VOL	DOT PHYS	$80.00
70883147	12/12/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	AC 0007372 DRC SML	$155.29
70883148	12/12/2025	101170	NORTH MAIN EQUIPMENT	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	50824	$102.13
70883148	12/12/2025	101170	NORTH MAIN EQUIPMENT	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO41589 COMPLETE	$639.88
70883149	12/12/2025	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279	$603.69
70883150	12/12/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	26717	$6,599.90
70883150	12/12/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	26718	$825.20
70883150	12/12/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	26744	$231.00
70883151	12/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	44149	$81.77
70883152	12/12/2025	132967	PACE ANALYTICAL SERVICES LLC	605	TC SANITATION DI	60510-53230	TC SANITATION DI	28100651	$264.20
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	$97.69
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	9304912828-8	$12.84
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	$205.01
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	$438.12
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	335640731-4	$100.67

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70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7638641704-2	$40.27
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9304912828-8	$12.85
70883153	12/12/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	AC 4402923101-4 THRU 12/02/25	$5,274.55
70883154	12/12/2025	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	1338174927-7	$15.70
70883154	12/12/2025	101232	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	5376610062-1	$91.87
70883155	12/12/2025	102007	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	3070483722-5	$78.60
70883156	12/12/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$101.19
70883156	12/12/2025	101276	PETERSON TRACTOR	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO 41587	$1,316.29
70883157	12/12/2025	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	RENT/LEASE OF EQUIPMENT	$256.90
70883158	12/12/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$701.60
70883158	12/12/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53140	JAIL	61960	$55.51
70883159	12/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$467.04
70883159	12/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071	$116.97
70883159	12/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 692071 FOR JDF FOOD	$122.57
70883159	12/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115	$426.05
70883159	12/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 717115 SNP DAIRY	$229.68
70883160	12/12/2025	135667	PROVIDE SUPPORT LLC	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	TCDCSS	$570.00

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70883161	12/12/2025	118754	QUADIENT INC	101	GENERAL FUND	6021-53250	LIBRARY	RENT/LEASE OF EQUIPMENT	$164.05
70883162	12/12/2025	106620	RALEYS IN STORE CHARGE	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 5000311 STORE 233 CARD*8045	$24.97
70883162	12/12/2025	106620	RALEYS IN STORE CHARGE	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	STORE 233 CARD *8045 SNP	$14.99
70883163	12/12/2025	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BRANDING INCIDENT	$112.43
70883164	12/12/2025	112277	SHASTA TREATMENT ASSOCIATES	106	PUBLIC SAFETY	2037-53230	PROBATION	POLYGRAPH A.M. DEC 2025	$350.00
70883165	12/12/2025	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	1200231531	$551.60
70883165	12/12/2025	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36009977244S1C8405	$16,238.80
70883165	12/12/2025	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36009981808S1C8405	$8,444.20
70883165	12/12/2025	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36009981816S1C8405	$1,286.40
70883166	12/12/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FRUIT JDF	$190.00
70883167	12/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$1,189.69
70883167	12/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	AC 346486 DRC	$422.68
70883167	12/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	AC 346486 DRC HLD	$269.02
70883167	12/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 FOOD	$1,310.00
70883167	12/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	AC 346486 SNP FOOD	$2,033.67
70883167	12/12/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	AC 346486 HLD	$113.90
70883168	12/12/2025	V000759	TEAMCIVX LLC	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	Base Consulting Fee 1 of 2	$7,500.00

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70883168	12/12/2025	V000759	TEAMCIVX LLC	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	Base Consulting Fee 2 of 2	$7,500.00
70883168	12/12/2025	V000759	TEAMCIVX LLC	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	Survey 50%	$14,000.00
70883169	12/12/2025	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	$47.61
70883170	12/12/2025	101757	TRIPLE R GAS	105	FIRE FUND	2042-53250	FIRE SCH C VOL	RENT/LEASE OF EQUIPMENT	$120.00
70883171	12/12/2025	123088	TRITES BACKFLOW SERVICES INC	101	GENERAL FUND	6021-53180	LIBRARY	MTCE STRUCT-IMPRV-GROUNDS	$901.81
70883172	12/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	5094282	$224.26
70883172	12/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1025-53170	PURCHASING	Split bill Lease Charges	$61.16
70883172	12/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1041-53170	PERSONNEL	Split Bill Lease Charges	$24.47
70883172	12/12/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	Base Rate 12/01/25-12/31/25	$210.49
70883172	12/12/2025	134948	UBEO MIDCO LLC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	RENT/LEASE OF EQUIPMENT	$613.24
70883172	12/12/2025	134948	UBEO MIDCO LLC	107	RISK MANAGEMENT	1101-53170	RISK MANAGEMENT	Split Bill Lease/Charges	$97.86
70883173	12/12/2025	107651	VALLEY WEST ACE HARDWARE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$12.85
70883174	12/12/2025	129753	VAN DERMYDEN MAKUS LAW GROUP	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	INVESTIGATIONS	$13,193.61
70883175	12/12/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	5060-53120	VETERANS SERVICE	542172714-00002	$180.06
70883175	12/12/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	7013-53170	CAMP TEHAMA	442710975-00001	$124.16
70883176	12/12/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	770720905-00036	$268.13
70883176	12/12/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	6021-53120	LIBRARY	242809454-00001	$116.50
70883176	12/12/2025	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00001	$301.02

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70883176	12/12/2025	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00002	$122.41
70883177	12/12/2025	102792	WARREN PRICE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	BOGGS INCIDENT	$89.94
70883178	12/12/2025	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4 02056 55000	$59.56
70883179	12/12/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895	$50.53
70883180	12/12/2025	T00124	CORELOGIC CENTRALIZED REFUNDS	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	CORTAC REFUND 1ST INST	$28,581.24
70883181	12/12/2025	T00386	LERETA LLC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	CORTAC REFUND 1ST INST	$9,325.79
70883182	12/12/2025	V000671	LUZYA SANCHEZ	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$100.00
70883183	12/12/2025	109758	MARY OLIVER	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	SAFETY BOOTS 2025	$300.00
70883184	12/12/2025	133929	MELISSA CHAMBLIN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$50.00
70883185	12/12/2025	101231	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	54080333377	$2,979.71
70883186	12/12/2025	V000509	PRIMO BRANDS	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	OFFICE EXPENSE	$44.96
70883187	12/12/2025	135605	SPECTRUM	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	8413 12 011 0296548	$150.20
70883188	12/12/2025	101448	SWRCB/SW FEES	604	TC FLOOD ZONE #3	60410-53280	TC FLOOD ZONE #3	SPECIAL DEPARTMENTAL EXP	$563.00
70883189	12/12/2025	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53304	RISK MANAGEMENT	WrksComp1stInstall	$2,014,325.50
70883189	12/12/2025	133849	TRINDEL INSURANCE FUND	107	RISK MANAGEMENT	1101-53318	RISK MANAGEMENT	MedMal1stInstall	$83,003.50
70883190	12/12/2025	117079	VERIZON WIRELESS	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	770720905-00030	$1,257.78
70883191	12/12/2025	V000821	WENDY URTON	108	SOCIAL SERVICES	5013-55400	SOCIAL SERVICES	TOP Processing Fee	$23.72

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70883191	12/12/2025	V000821	WENDY URTON	422	D-5011 TRUST	422-301800	NOT APPLICABLE	TOP Refund case# 2024484	$301.15

Tehama County

Agenda Request Form

File #: 25-2133 **Agenda Date:** 12/30/2025 **Agenda #:** 2.

PROBATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chief Probation Officer to sign the agreement with His Ideas, Inc. for the purpose of providing evidence-based substance use counseling and related support to youth served by Tehama County Probation, effective upon date of signing and shall terminate 9/30/27

Financial Impact:
There will be no financial impact to the General Fund, as all services provided by His Ideas, Inc. will be funded by the California Youth Opioid Response (YOR) grant.

Background Information:
Tehama County Probation and His Ideas, Inc. would like to collaborate with a shared goal of improving the health, safety and successful reentry of youth in custody and in the community. The YOR grant was created to enhance access to prevention, treatment, and recovery services for youth aged 12-24. The grant also provides treatment services and expanded access for youth with opioid use disorder and those at risk of misusing substances.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HIS IDEAS, INC. DBA CHILDREN FIRST

This agreement is entered into between the County of Tehama, through its Department of Probation, ("County") and His Ideas, Inc., dba Children First Foster Family Agency ("Contractor") for the purpose of providing evidence-based substance use counseling and related support to youth served by Tehama County Probation.

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 will not bill county for the duration of the initial contract term; expenses related to these services shall be incurred by the Contractor and are funded by the YOR 3(CaliforniaYouth Opioid Response) grant.

4) BILLING AND PAYMENT

Contractor will not bill county for the duration of the initial contract term; expenses related to these services shall be incurred by the Contractor and are funded by the YOR 3(CaliforniaYouth Opioid Response) grant.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate September 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 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 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., 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. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. 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.

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).

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:

a. If to County: Pam Gonzalez, Chief Probation Officer
Tehama County Probation
1840 Walnut St.
Red Bluff, CA 96080

b. If to Contractor: His Ideas, Inc. dba Children First Foster Family Agency
590 Antelope Blvd. Suite B
Red Bluff, CA 96080

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

The intent of this agreement is for the Contractor to provide services as specified in Exhibit “B”. 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.

Date: 10/23/25

PAM GONZALEZ, CHIEF PROBATION OFFICER

Date: _____

N/A

PURCHASING AGENT

HIS IDEAS, INC. DBA CHILDREN FIRST

Date: 10/20/25

SHANNON PIERCE, CHIEF EXECUTIVE OFFICER

106381
Vendor 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.

Sexual Abuse & Molestation (SAM) Liability *(If Contractor provides services to minors)* 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"

MEMORANDUM OF UNDERSTANDING (MOU)

Between
Tehama County Juvenile Probation Department ("Probation")
and
His Ideas, Inc., dba Children First Foster Family Agency ("Provider")

Effective Date: [Month Day, Year]
Term: Effective Date - September 30, 2027 (YOR Grant Term), with options to renew

1. Purpose

This MOU establishes roles and responsibilities for delivering evidence based Seven Challenges substance use counseling and related supports to youth served by Probation. Services will be provided at no cost to Probation during the period funded by the California Youth Opioid Response (YOR) grant. Provider may render services in custody (Juvenile Hall) and in the community (Provider offices or approved settings), with a shared goal of improved health, safety, and successful reentry.

2. Parties & Points of Contact

Probation
Agency: Tehama County Juvenile Probation Department
Address: 1790 Walnut St.
Program Lead: Juvenile Detention
Superintendent, Todd Hansen
Phone *I* Email: [530]527-5380 ext.
3096/ thansen@tcprobation.org

Provider
Agency: His Ideas, Inc., dba Children First Foster Family Agency
Address: 590 Antelope Blvd. Suite B
Program Lead: CEO, Shannon Pierce
Phone *I* Email: [530]528-2938/ spierce@childrenfirstffa.com

3. Definitions

- **Youth:** Individuals under Probation supervision, including those detained in Juvenile Hall and those supervised in the community.
- **Services:** Seven Challenges group and individual counseling; assessment; care coordination; case management for access to health and social services; family engagement; warm handoffs to specialty care; and recovery supports.

- **In-Custody Services:** Services delivered within Juvenile Hall or other Probation-run facilities, subject to facility security procedures and space availability.
- **Community Services:** Services delivered in Provider clinics/offices or other mutually agreed community sites (schools, partner agencies) that meet privacy and safety standards.
- **SUD (Substance Use Disorder):** A medical condition characterized by the uncontrolled use of substances despite harmful consequences. In this agreement, SUD refers to the focus of treatment and prevention efforts provided to youth.
- **ECM (Enhanced Care Management):** A Medi-Cal benefit providing intensive, whole-person care coordination for individuals with complex needs, including justice-involved youth.
- **SMHS (Specialty Mental Health Services):** Services funded through Medi-Cal county mental health plans, including therapy, rehabilitation, and case management for youth with serious emotional disturbance or mental illness.
- **MOUD (Medications for Opioid Use Disorder):** FDA-approved medications such as buprenorphine, methadone, or naltrexone used to treat opioid use disorder, often combined with counseling and behavioral therapies.
- **ROI (Release of Information):** A signed authorization that allows sharing of protected health or juvenile justice information between Provider, Probation, and other partners, consistent with confidentiality laws.
- **CFT (Child and Family Team):** A collaborative, cross-agency team process defined by California's Continuum of Care Reform, designed to engage youth and families in decision-making and care planning.
- **HIPAA (Health Insurance Portability and Accountability Act):** Federal law establishing privacy and security standards for protected health information.
- **42 CFR Part 2:** Federal confidentiality regulations that provide extra protections for information related to SUD diagnosis, treatment, or referral, requiring specific written consent for disclosure.
- **WIC § 827:** Section of California's Welfare and Institutions Code that governs access to juvenile case files, requiring court approval for most disclosures.
- **BSCC Title 15:** Regulations issued by the California Board of State and Community Corrections that set minimum standards for juvenile detention facilities, including safety, programming, and access to services.
- **CQI (Continuous Quality Improvement):** A structured, ongoing process of monitoring, evaluating, and improving program performance and outcomes.

4. Scope of Services

Provider will:

1. Accept referrals from Probation using the referral workflow in *Attachment A;* triage within 5 business days and schedule the first session within 10 business days (or sooner upon joint dete1mination of urgency).
2. Assess youth using validated SUD screening/assessment tools aligned to the Seven Challenges model.
3. Deliver Seven Challenges:

- Groups: [frequency, e.g., l-2x/week, 60-90 minutes].
- Individual sessions: [frequency, e.g., weekly/biweekly].
- Family engagement where clinically appropriate.

4. Provide case management to reduce barriers (e.g., appointment reminders, transportation support co9rdination, linkage to Medi-Cal/CalFresh, school supports).
5. Coordinate reentry for in-custody youth: develop pre-release plans; schedule community appointments; handoffs to mental health/SUD, primary care, or ECM/SMHS as appropriate.
6. Conduct crisis triage and warm transfers per facility and county protocols.
7. Collect data and share de-identified program metrics required by YOR (see Section 13 and *Attachment* C).

Probation will:

I. Identify and refer eligible youth using mutually agreed criteria *(Attachment A).*
2. Facilitate timely access: ensure youth transport for community services, schedule support for in-custody sessions, and provide secure, private space for services in Juvenile Hall.
3. Support consents/ROis: assist youth and families with understanding and completing required releases of information (see Section 8).
4. Coordinate supervision requirements to avoid conflicts with treatment times (e.g., court, school, mandatory programming).
5. Participate in case conferencing/CFTs (Child and Family Teams) as applicable.

5. Eligibility & Referral Pathways

- **Eligibility:** Youth on informal/formal supervision or detained who screen positive for substance use risk/need or who may benefit from prevention/early intervention.
- **Prioritization:** Youth with fentanyl/overdose risk, recent substance-related violations, or reentry within 30 days.
- **Referral Methods:** Secure e-referral form (Attachment A), encrypted email, or EHR-to-EHR if available.

6. Locations & Scheduling

- **Juvenile Hall:** Provider staff will comply with all BSCC Title 15 standards and facility security policies; sessions will be scheduled to minimize conflict with school hours and court appearances.
- **Community:** Sessions at Provider's offices 590 Antelope Blvd, Suite B, Red Bluff, CA 96080 and, by agreement, at schools or partner sites that meet privacy/safety standards.
- **Hours:** Flexible, Monday through Friday during business hours; evening availability can be offered to accommodate family schedules.

7. Staffing, Training, and Clearances

- Provider will staff the program with qualified SUD counselors trained and certified to deliver Seven Challenges. Although not required by the model, Provider will ensure licensed clinical oversight as a best practice.
- All Provider personnel entering custody settings will complete background checks, TB/health clearance, orientation, and security training per facility policy; Provider will maintain documentation.
- Provider agrees to maintain mandated reporter training and comply with all reporting laws.

8. Privacy, Consent, and Information Sharing

- **Minor Consent:** In California, minors 12+ may consent to SUD counseling; additional rules apply for MOUD and mental health services. Provider will follow all state laws regarding minor consent and confidentiality.
- **42 CFR Part 2:** SUD information is protected; no case-level SUD information will be shared with Probation absent a Pati 2-compliant written consent by the youth (and parent/guardian when required by law).
- **HIPAA** & **State Law:** Provider will comply with HIPAA and state confidentiality laws; de-identified/aggregate data may be shared for program oversight.
- **WIC § 827:** Access to juvenile case files remains restricted; any exchange of protected juvenile court records will follow statute and court rules.
- **ROIs/Consents:** The Parties will use the consent templates in *Attachment B;* Provider will document revocations and redisclosures per law.

9. Safety & Facility Procedures (In-Custody)

- Provider staff will follow all facility rules (search, contraband, dress code, movement, check-in/out).
- Probation will provide secure, private space suitable for confidential counseling and ensure timely esc01i of youth to sessions.
- Incidents will be reported immediately per facility policy and Provider's critical incident protocol.

10. Funding, Billing, and Costs

- During the YOR grant term, no fees will be charged to Probation for services under this MOU.
- Provider may bill Medi-Cal or other third-party payers where appropriate and permitted; no balance billing to youth/families; grant funds cover non-billable services.
- Any future fee-for-service arrangements will require a written amendment.

11. Program Standards & Quality

- Services will be evidence-based, trauma-informed, youth- and family-centered, culturally responsive, and delivered in the least restrictive setting.
- Provider will maintain fidelity to Seven Challenges and participate in fidelity monitoring and supervision.
- The Parties will convene monthly for case coordination and quarterly for program review and Continuous Quality Improvement (CQI).

12. Coordination with Schools & Other Partners

- For detained youth, services will be scheduled to avoid conflicts with education programming; for community youth, school coordination will occur as needed (with proper consents).
- Provider will coordinate with County Behavioral Health (MHP/DMC-ODS), ECM/SMHS teams, and community supports to strengthen continuity of care.

13. Data, Reporting, and Evaluation

- De-identified performance metrics will be shared quarterly: referrals, engagement, attendance, dosage, completion, transitions to higher/lower levels of care, naloxone distribution/education, and satisfaction.
- YOR-required reporting will be submitted by Provider; aggregate results may be shared with Probation and stakeholders.
- Any case-level data disclosed to Probation requires valid written consent under 42 CFR Part 2 and applicable state law.

14. Term & Termination

- **Term:** Through September 30, 2027, unless renewed by mutual written agreement.
- **Termination:** Either party may terminate with 30 days' written notice; immediate suspension is permitted for safety or legal compliance concerns.
- **Wind-Down:** Parties will coordinate warm handoffs and transition plans to avoid disruption of care.

15. Insurance & Indemnification

- Provider will maintain general liability, professional liability, workers' compensation, and cyber/privacy coverage at customary limits; certificates available upon request.
- Each party shall indemnify, defend, and hold the other harmless for its own negligent or wrongful acts or omissions to the extent permitted by law.

16. Non-Discrimination

The Parties will not discriminate on the basis of race, color, national origin, ancestry, religion, sex, gender identity/expression, sexual orientation, marital status, age, disability, medical condition, or any other protected class.

17. Publicity & Use of Names

Neither party will use the other's name or logo in public communications without prior written consent, except as required for grant reporting and acknowledgments.

18. Compliance

Parties will comply with all applicable federal, state, and local laws/regulations and facility policies, including but not limited to 42 CFR Part 2, HIPAA, WIC § 827, BSCC Title 15, and minor consent laws.

19. Dispute Resolution

Program leads will attempt to resolve disputes informally within 10 business days. If unresolved, disputes escalate to agency leadership; if still unresolved, the Parties may seek mediation.

20. Notices

All notices under this MOU shall be delivered to the Points of Contact listed in Section 2.

21. Entire Agreement; Amendments; Assignment

This MOU constitutes the entire agreement regarding the subject matter and may only be amended in writing signed by authorized representatives. Neither party may assign this MOU without the other's written consent.

Signatures

Tehama County Juvenile Probation Department
By: T Gonzalez
Name/Title: T Gonzalez, CPO
Date: 10/28/25

His Ideas, Inc., dba Children First Foster Family Agency
By: M.S.Pierce
Name/Title: Shannon Pierce CEO
Date: 10/20/25

Attachments (Samples)

Attachment A-Referral & Workflow

- Eligibility criteria and prioritization
- Referral form fields (youth info, legal status, risk indicators, consent status)
- Triage timelines and contact protocol

Attachment B - Consents & ROis

- 42 CFR Part 2-compliant consent template (includes right to revoke, redisclosure notice, and list of recipients)
- HIPAA authorization (if applicable)
- WIC § 827 guidance and court petition process summary (for juvenile records)

Attachment C - Program Metrics (De-identified)

- Referrals received/accepted; time to first session
- Attendance, dosage, completion rates
- Overdose risk education/naloxone distribution
- Transitions to higher/lower levels of care; reentry linkage kept
- Client and caregiver satisfaction

Attachment A-Referral & Workflow

Eligibility Criteria

- Youth on informal/formal supervision or detained who:
- Screen positive for substance use risk or need.
- Have recent substance-related violations or demonstrated risk of overdose.
- Are within 30 days of reentry from Juvenile Hall.

Referral Pathway

- Probation Officer completes referral form.
- Referral Form Fields: Youth name, DOB, case number; Probation status; Presenting needs; Risk indicators; Consent status; Urgency rating.
- Submission: Via secure e-referral form, encrypted email, or secure EHR link.
- Provider Triage: Within 5 business days.
- Initial Appointment: Within 10 business days (or sooner if urgent).
- Feedback Loop: Provider confirms receipt/acceptance to referring officer; ongoing updates only with valid ROI.

Attachment B - Consents & ROis 42 CFR Part

2 Consent Template

- Youth Name & DOB.
- Services covered (SUD assessment, treatment, case management).
- Parties authorized to share/receive information (Provider, Probation, others as specified).
- Purpose of disclosure (treatment coordination, court compliance, reentry planning).
- Statement of right to revoke at any time.
- Expiration date (e.g., one year, or end of supervision term).
- Redisclosure notice ("This information has been disclosed from records protected by federal law. Redisclosure without consent is prohibited.").

HIPAA Authorization

- Broad health info sharing template covering coordination with medical providers, schools, and behavioral health.

WIC § 827 Guidance Summary

- Juvenile case files require court petition and judge's order for release.
- Provider will not seek direct access; Probation remains custodian of records.
- Any request for such records must follow Tehama County Juvenile Court procedures.

Attachment C - Program Metrics (De-identified)

Referral Data

- Total referrals received.
- Referrals accepted/declined (with reasons).
- Average days from referral to first session.

Engagement & Dosage

- Attendance rate (% of scheduled sessions attended).
- Average group and individual sessions per youth.
- Completion rate of recommended program dosage.

Outcomes & Transitions

- Youth transitioned to higher/lower levels of care.
- Reentry linkage maintained (appointments kept within 14 days post-release).
- Naloxone education sessions delivered; kits distributed.

Satisfaction & CQI

- Youth/family satisfaction surveys (aggregate results).
- Probation officer satisfaction feedback.
- Provider Continuous Quality Improvement (CQI) notes/actions.

Attachment C - Program Metrics (De-identified)

Referral Data

- Total referrals received.
- Referrals accepted/declined (with reasons).
- Average days from referral to first session.

Engagement & Dosage

- Attendance rate (% of scheduled sessions attended).
- Average group and individual sessions per youth.
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- Youth/family satisfaction surveys (aggregate results).
- Probation officer satisfaction feedback.
- Provider Continuous Quality Improvement (CQI) notes/actions.

📢November is National Homelessness Awareness Month. Download a toolkit! (https://www.samhsa.gov/about/digital-toolkits/homelessness-awareness-month)

(https://yorcalifornia.cibhs.org/)

UNCATEGORIZED

Children First Foster Family Agency

COUNTIES:
BUTTE, GLENN, HUMBOLDT, LASSEN, LOS ANGELES, RIVERSIDE, SACRAMENTO, SHASTA, SISKIYOU, SUTTER, TEHAMA, YOLO, YUBA

PROJECT YEAR:
YOR IV PROJECT (2025-2027)

YOR IV Project Name: Bridge to Wellness: Youth SUD Support & Treatment

Project Description: The Bridges to Wellness Program offers substance use disorder groups and individual sessions for youth ages 16-26 in the Shasta, Tehama, Butte and Sutter/Yuba areas, utilizing the evidenced-based 7-Challnges curriculum. The program is a community-based provider of overdose prevention tools, such as Narcan and Fentanyl Overdose Prevention and also provides community training on overdose prevention. The program supports:

• Low-barrier access to SUD treatment and life saving overdose prevention services, including Narcan distribution, fentanyl test strips, and overdose prevention education.

• Enhanced referral pathways and collaboration with juvenile probation, child welfare, and behavioral health providers to streamline access to services.

• Peer mentorship and youth leadership opportunities, ensuring youth voice and lived experience inform service delivery.

• Family engagement initiatives, including caregiver education sessions and support groups to promote sustained recovery and well-being.

• Financial sustainability through Medi-Cal & ECM enrollment, ensuring services remain accessible beyond the grant period.

Over the grant period, Bridge to Wellness will serve 400+ youth across the three counties, providing comprehensive SUD treatment, early intervention, and recovery support. The initiative will reduce barriers to care, expand life saving overdose prevention resources, and strengthen long-term recovery pathways through community-based partnerships and sustainable funding mechanisms.

Partner Agencies: Shasta Co. Behavioral Health, Tehama Co. Behavioral Health, Sutter Co. Behavioral Health, Shasta, Tehama, and Sutter Co. Child Welfare Services, NorCal Outreach & Stonewall, Karuk Tribe, Tehama Co. School District, Co. Probation Departments

Primary Contact:
Name: Shannon Pierce
Position: President & CEO

Email: spierce@childrenfirstffa.com
Phone: 530-528-2938
Website: www.childrenfirstffa.com

SIGN UP FOR OUR EMAIL LIST

E-Contract Review
Approval as to Form

Department Name: Probation

Vendor Name: His Ideas, Inc

Contract Description: For the purpose of providing evidence-based substance use counseling

APPROVED AS TO FORM:

Date: 12/09/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2183 **Agenda Date:** 12/30/2025 **Agenda #:** 3.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Director, or their designee, to sign the Memorandum of Understanding with Northern Rural Training and Employment Consortium for the purpose of coordinating access to local services, effective 7/1/25 and shall terminate 6/30/28

Financial Impact:
Signatory parties to this document are agreeing to the collaboration of services outlined in the cost sharing agreement. There is no impact to the General Fund.

Background Information:
This agreement is a renewal of a multi-year MOU, which is signed by Northern Rural Training and Employment Consortium (NoRTEC) and the required partners who are part of a larger one-stop employment system to enhance access to services and improve long-term employment outcomes for individuals receiving assistance. The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding be established between designated organizations that provide workforce development services.

NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM (NORTEC) MEMORANDUM OF UNDERSTANDING (MOU)

TABLE OF CONTENTS

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) MOU BETWEEN NORTEC AND AMERICAS' JOB CENTERS OF CALIFORNIA PARTNERS

PARTIES TO THE MOU *(SIGNATURES)*

NoRTEC, the WIOA Title I grant recipient and administrative entity, representing a Local Workforce Development Area comprised of a consortium of eleven counties: Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity.

SIGNATURES:

Ric Leutwyler, Chair of the Governing Board (NoRTEC)

Susan Marie, Chair of the Workforce Development Board (NoRTEC)

WIOA Title I, Adult, Dislocated Worker, and Youth Programs

SIGNATURES:

Kristine ZuaZua, Executive Director – Alliance for Workforce Development

Wendy Zanotelli, Executive Director – SMART Workforce Center

Carrie Ferchaud, Executive Director – Job Training Center of Tehama County

WIOA Title I, Native American Programs (Section 166)

SIGNATURE:

Lorenda T. Sanchez, Executive Director - California Indian Manpower Consortium, Inc.

WIOA Title I, Migrant Seasonal Farmworker Programs (Section 167)

SIGNATURE:

Heather Henry, Chief Executive Director - California Human Development Corporation

WIOA Title II, Adult Education and Literacy Programs

SIGNATURES:

Nevada and Placer Counties

Noah Levinson, Administrator – Placer School for Adults

Steve Caminiti, Acting Superintendent

Butte County

Doug Williams, Superintendent – Oroville Union High School District

Nick Catomerisios, Director of Alternative Education - Oroville Adult Education Center, Oroville Unified School District

Plumas and Sierra Counties

James Berardi, Superintendent - Sierra County Office of Education

Andrea White, Superintendent – Plumas County Office of Education

Modoc County

Mike Martin, Superintendent – Modoc County Office of Education

WIOA Title III, Wagner-Peyser Programs

SIGNATURE:

Jeff Richard, Deputy Division Chief – California Employment Development Department Workforce Services Branch

Trade Adjustment Assistance Programs

SIGNATURE:

Jeff Richard, Deputy Division Chief – California Employment Development Department Workforce Services Branch

Veterans Programs

SIGNATURE:

Jeff Richard, Deputy Division Chief – California Employment Development Department Workforce Services Branch

Unemployment Insurance Program

SIGNATURE:

David Rangel, Employment Development Administrator – California Employment Development Department Unemployment Branch

WIOA Title IV, Vocational Rehabilitation Programs

SIGNATURES:

Sharon O'Sullivan, District Administrator - California Department of Rehabilitation

Sean Nunez – Regional Director- California Department of Rehabilitation

Title V, Older American Act Programs

SIGNATURE:

Demetrios Antzoulatos, VP – Finance, Operations & Grants – AARP Foundation, The Senior Community Service Employment Program (SCSEP)

CalWORKs/TANF

SIGNATURES:

Tiffany Rowe, Interim Director - Butte County Department of Employment & Social Services

Brad Stephens, County Council

Barbara Longo, Director - Lassen *County Health* & *Social Services Agency*

Amanda Uhrahammer, County Counsel

Geri Byrne, Chairman of Board of Supervisors - Modoc County Board of Supervisors

Rachel Peña Roos, Director - Nevada County Director of Social Services

Katharine Elliott, Social Services County Counsel

Debbie Wingate, Director - Plumas County Department of Social Services

Joshua Brechtel, County Counsel

Rhonda Grandi, Director - Sierra County Department of Social Services
David Prentice, County Counsel
Joey Borges – Chair, Del Norte County Board of Supervisors – Del Norte County Department of Health & Human Services
Jaqueline Roberts, County Counsel, Del Norte County
Kevin Crye, Chair – Shasta County Board of Supervisors
James Ross, County Counsel or Alan B. Cox, Deputy County Counsel, Shasta County
Nancy Ogren – Chair, Siskiyou County Board of Supervisors
Natalie Reed, County Counsel, Siskiyou County
Bekkie Emery, Director – Tehama County Department of Social Services
Elizabeth Hamilton, Director – Trinity County Health and Human Services
Margaret Long, Trinity County – Trinity County Counsel

APPENDIX: SERVICE AND REFERRAL MATRIX

A: Butte County
B: Del Norte County
C: Lassen County
D: Modoc County
E: Nevada County
F: Plumas County
G: Shasta County
H: Sierra County
I: Siskiyou County
J: Tehama County
K: Trinity County

EXHIBIT 1: INFRASTRUCTURE FUNDING AGREEMENT (EXCEL SPREADSHEET)

Consolidated Infrastructure Budget (Exhibit A)
Consolidated Proportionate Share of Infrastructure Costs (Exhibit B)
Summary of Career Services (Exhibit C)
Other Systems Costs: Basic Career Services and Individual Career Services Budget (Exhibit D)

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM (NORTEC) AND AMERICA'S JOB CENTERS OF CALIFORNIA PARTNERS

Background

The Workforce Innovation and Opportunity Act of 2014 (WIOA), establishes local Workforce Development Boards (WDB), which, in partnership with the chief elected official, are responsible for setting policy and overseeing workforce development programs for a workforce development area. The workforce development area of NoRTEC includes the eleven counties of Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Sierra, Shasta, Siskiyou, Tehama, and Trinity.

The "chief elected official" for NoRTEC is a joint power agreement (JPA) among the eleven NoRTEC member counties. Each of these counties appoints a member of their Board of Supervisors to serve on the NoRTEC Governing Board. The NoRTEC Governing Board appoints the NoRTEC WDB, consistent with the WIOA for a private sector majority, a cross section of public agencies, education, community-based organizations and organized labor. The NoRTEC Governing Board and the NoRTEC WDB then operate as partners for the implementation of the WIOA.

The establishment of a One-Stop delivery system for workforce development services is a cornerstone of the WIOA and is the primary charge of the NoRTEC WDB and Governing Board. In general, the One Stop delivery system is a network of employment centers within which entities responsible for administering workforce development, educational, and other human resource programs and funding streams (referred to as “Partners”) collaborate to create a seamless system of service delivery designed to enhance access to services and improve long-term employment outcomes for individuals receiving assistance.

Purpose

WIOA requires an MOU be developed and executed between the NoRTEC Workforce Development Board (WDB) and the America's Job Centers of California (AJCC) Partners to establish an agreement concerning the operations of the AJCC delivery system.

The purpose of the MOU is to establish a cooperative working relationship between the AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. The MOU also serves to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

California's delivery system, the AJCC, is a locally driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives will be accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking assistance with any of the following:

- Career placement services
- Building basic educational or occupational skills
- Earning a postsecondary certificate or degree
- Obtaining guidance on how to make career choices
- Seeking to identify and hire skilled workers

Mission Statement and Goals

Bring together workforce development, educational, economic development and other employment services in a seamless customer-focused delivery network that enhances access to program services and improves long-term employment outcomes. As AJCC partners, we are committed to administering our independently funded programs as a set of integrated streamlined services to job seekers and employers, by:

- Helping businesses find skilled workers and access other support services, including education and training, for their current workforce.
- Providing an array of employment and business services and connecting customers to work-related training and education
- Continuing to align investments in workforce, education and economic development to regional in-demand jobs
- Reinforcing partnerships and strategies to provide job seekers and workers with high-quality career services, education and training, and supportive services needed to get good jobs and stay employed
- Continuing to plan, coordinate, and provide services in an integrated manner to maximize the utilization of resources and assure there will be no "wrong door" for customers seeking services from the system
- Measuring customer satisfaction and continuously improving services based upon customer feedback
- Designing and continuously improving a system that reflects statewide/regional economic development strategies and is responsive to industry sectors in the region

Parties to the MOU

Per Section 121(b) of the WIOA, the following entities are required partners in the NoRTEC One-Stop System:

1. NoRTEC, the WIOA Title I grant recipient and administrative entity
2. WIOA Title I Adult, Dislocated Worker, and Youth Programs
3. WIOA Title I Native American Programs (Section 166)
4. WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)
5. WIOA Title II Adult Education and Literacy Programs
6. WIOA Title III Wagner-Peyser Programs
7. WIOA Title IV Vocational Rehabilitation Programs
8. Title V Older Americans Act Programs
9. Trade Adjustment Assistance (TAA) Programs
10. Veterans Programs
11. Unemployment Insurance Program
12. Temporary Assistance for Needy Families (TANF)/CalWORKs

One-Stop System Services

The NoRTEC region includes the geographic area of Butte, Del Norte, Lassen, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity Counties. There are thirteen AJCCs in the region:

Butte County – Chico Comprehensive AJCC
Alliance for Workforce Development
500 Cohasset Road, Suite 30
Chico, CA 95926
(530) 961-5125
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- WIOA Title III – Wagner Peyser, Veterans, TAA

Butte County – Oroville Comprehensive AJCC
Oroville Community Employment Center
78 Table Mountain Blvd
Oroville, CA 95965
(530) 538-7301
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TANF/CalWORKs: Butte County Department of Employment and Social Services

Del Norte County – Comprehensive AJCC
SMART Workforce Center
875 5th Street
Crescent City, CA 95531
(707) 464-8347
http://thesmartcenter.biz

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Business Resource Center
- TANF/CalWORKs – Del Norte County Department of Health & Human Services

Lassen County – Comprehensive AJCC
Business and Career Network
1626 Main Street
Susanville, CA 96130
(530) 257-5057
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.

Modoc County Comprehensive AJCC
Business and Career Network
701 N. Main Street, Suite F
Alturas, CA 96101
(530) 233-4161
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TEACH – Adult Education

Nevada County - Comprehensive AJCC
Business and Career Network
988 Mccourtney Road
Grass Valley, CA 95949
(530) 265-7088
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.
- TANF/CalWORKs: Nevada County Department of Social Services
- EDD Wagner Peyser

Plumas County – Comprehensive AJCC
Business and Career Network
76 Crescent Street
Quincy, CA 95971
(530) 283-1606
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development, Inc.

Shasta County – Comprehensive AJCC
Smart Workforce Center
760 Cypress Ave. Suite 210
Redding, CA 96001
(530) 246-7911
http://thesmartcenter.biz

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

Sierra County Comprehensive AJCC
Business and Career Network
305 South Lincoln Street

Sierraville, CA 96126
(530) 994-3349
http://afwd.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Alliance for Workforce Development

Siskiyou County Comprehensive AJCC
SMART Workforce Center
College of the Siskiyous
800 College Ave.
Weed, CA 96094
(530) 657-0139
http://thesmartcenter.biz

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

Siskiyou County Comprehensive AJCC
SMART Workforce Center
Goodwill
1810 Fort Jones Rd.
Yreka, CA 96097
(530) 657-0139
http://thesmartcenter.biz

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

Tehama County Comprehensive AJCC
Job Training Center of Tehama County
718 Main Street
Red Bluff, CA 96080
(530) 529-7000
http://jobtrainingcenter.org

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: Job Training Center of Tehama County

Trinity County Comprehensive AJCC
Smart Workforce Center
Shasta College Trinity Campus
30 Arbuckle Ct.
Weaverville, CA 96093
(530) 623-5538
http://thesmartcenter.biz

Partners Co-located at this AJCC:

- WIOA Title I – Adult, DW & Youth: SMART Workforce Center

AJCC System Services

Each AJCC in the One-Stop system provides access to the full range of available employment services, training and education, and employer assistance as described in the WIOA.

AJCC's services as required by WIOA and provided by the AJCC Partners to this MOU are outlined in Appendix 1 (A-K)

A. Butte County
B. Del Norte County
C. Lassen County
D. Modoc County
E. Nevada County
F. Plumas County
G. Shasta County
H. Sierra County
I. Siskiyou County
J. Tehama County
K. Trinity County

Responsibility of AJCC Partners

It is understood that the development and implementation of this system will require mutual trust and teamwork between all involved parties. It is further acknowledged that the system, because it is driven by local needs, will evolve over time, as employer and individual customer needs change. In consideration of the mutual aims and desires of the partners participating in this agreement, and in recognition of the public benefit to be derived from the effective implementation of the programs involved, the partners agree that their respective responsibilities under this agreement will be as follows:

Parties to this MOU agree to engage in planning, plan development, and modification, to result in:

1. Continuous partnership building between all parties to this agreement;
2. Continuous planning responsive to regional, State, and Federal requirements;
3. Responsiveness to specific Statewide and regional economic conditions including employer needs;
4. Adherence to common data collection and reporting needs;
5. Making services applicable to the partner program available to customers through the one-stop delivery system;
6. Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
7. Participation in capacity building and staff development activities in order to ensure that all partners and staff are adequately cross-trained when applicable.

Funding of Services and Operating Costs

NoRTEC and the AJCC partners to this MOU have chosen a consolidated system-wide budget for the network of comprehensive AJCCs.

The annual consolidated infrastructure budget outlining the infrastructure costs were provided by each co-located partner. These amounts serve as a baseline to determine the cost each partner contributed. The consolidated infrastructure budget can be found as Exhibit 1.

The costs allocation methodology agreed on by co-located partners is the proportion of an individual partner program's square footage occupancy as a percentage to the total AJCC. This cost allocation methodology adheres to the following: is consistent with federal laws authorizing each partner's program; complies with federal cost principles in the Uniform Guidance; includes only costs that are allowable, reasonable, necessary, and allocable to each program partner; and is based on an agreed upon measure that mathematically determines the proportionate use and benefit received by each partner.

The use of space will be reviewed and reconciled against actual costs at least quarterly by NoRTEC, if needed.

For Non-Co-Located Partners

The state is in the process of implementing the requisite statewide data tracking system, and once such data are available, all non-co-located partners who are receiving benefit from the AJCC will also be required to contribute their proportionate share towards infrastructure costs in accordance with State WIOA policies and guidance. Consequently, this MOU must include an assurance from all non-co-located partners that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available. By signing this MOU, all parties agree that when data are available to determine the AJCC benefit to non-co-located partners, the infrastructure cost sharing agreement will be renegotiated to include their proportionate share of contributions.

For Native American Programs: WIOA Section 121[h][2][D][iv] stipulates that Native American programs are not required to contribute and will not be contributing to infrastructure funding.

Methods for Referring Customers

The AJCC Partners will refer customers using the inter-partner and inter-agency referral process as required by WIOA and described in Attachment A-K.

Access for Individuals with Barriers to Employment

The AJCC system is committed to providing needed services to all job seekers, including individuals with barriers to employment.

Section 3(24) of the WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in Section 66 of the WIOA
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders

- Homeless individuals
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers as defined in Section 167(i) of WIOA
- Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Other groups as the Governor involved determines to have barriers to employment

AJCC partners ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.

Section 134(c)(3)(E) of the WIOA requires the Title I Adult program to provide priority of service to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Veterans and eligible spouses shall also be provided priority of services among all eligible individuals, as long as they meet the WIOA Adult program eligibility criteria. WIOA Title I Adult programs must provide priority of service to these groups in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
2. Individuals who are recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient.
3. Veterans and eligible spouses who are not included in one of three WIOA priority groups noted above.

Shared Technology and System Security

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection. To support the use of these tools, each AJCC Partner agrees to the following:

- Comply with the applicable provisions of WIOA, Welfare and Institutions Code, California Education Code, Rehabilitation Act, and any other appropriate statutes or requirements.
- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all AJCC Partners.

Confidentiality

The AJCC Partner agrees to comply with the provisions of WIOA as well as the applicable sections

of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, Federal Privacy Act of 1974, as amended and any other appropriate statute or requirement to assure the following:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.
- The AJCC partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC partners must adhere and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.

Non-Discrimination and Equal Opportunity

The AJCC partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sex, sexual orientation or marital status. The AJCC partner agrees to comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990) and related, applicable regulations. The AJCC partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

Grievances and Complaints Procedure

The AJCC partner providing Title I services agrees to follow NoRTEC's established grievance and complaint procedure that is applicable to customers accessing WIOA funded programs and services. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The Title I AJCC partner also agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

AJCC Partners to this MOU agree to have established grievance and complaint processes pertinent solely to their own programs and funds and will use these processes when a complaint is filed only with a partner agency and does not include issues with programs funded under Title I of WIOA.

AJCC Partners to this MOU will share information with customers about how, where, and with whom to file complaints.

Americans with Disabilities Act and Amendments Compliance

The AJCC partner agrees to ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, partners agree to fully comply with the provisions of the WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37 and all other regulations implementing the afore-mentioned laws.

Effective Dates and Terms

This MOU shall be binding upon each party hereto upon execution by such party. The term of this MOU shall be July 1, 2025 – June 30, 2028. The MOU will be reviewed not less than once every three years to identify any substantial changes that have occurred.

The IFA budgets must be reviewed annually and updated if there are substantial changes. The IFA budgets are located in Appendix A and may change to accomplish any required updating. ***Doing so will not constitute amending this MOU and will not require that the parties again sign this MOU.***

Modifications and Revisions

This MOU constitutes the entire agreement between parties and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of the parties, by the issuance of a written amendment, signed and dated by the parties.

Termination

The parties understand that implementation of the AJCC system is dependent on the good faith effort of every partner to work together to improve services to the community. The parties also agree that this is a project where different ways of working together and providing services are being tried. In the event that it becomes necessary for one or more parties to cease being a part of this MOU, said entity shall notify the other parties, in writing, 30 days in advance of that intention.

Supervision/Day-to-Day Operations

The day-to-day supervision of staff located in the AJCCs will be the responsibility of the site supervisor(s). The employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and/or the employer of each AJCC staff member.

The office hours for staff at the AJCCs will be established by the site supervisor(s) and/or the employer of staff. All staff assigned to the AJCC will comply with the holiday schedule of their employer and will provide a copy of the holiday schedule to the operator and host agency of the AJCC facility at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs, and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally required employee benefits. In addition, each party shall be solely

responsible and hold all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

Press Releases and Communications

The pertinent AJCC Partners shall have the option to be included in any communicating with the press, television, radio or any other form of media when an AJCC Partner's specific duties or performance under this MOU is addressed. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each party shall make reference to the AJCC as a single system and only call out individual AJCC Partners as appropriate to the topic or issue being covered.

The AJCC Partners agree to utilize the AJCC logo developed by the State of California and the Local Board on buildings identified for AJCC usage. This also includes letterhead, envelopes, business cards, any written correspondence and fax transmittals originating in the AJCC.

Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

APPENDIX: SERVICE AND REFERRAL MATRIX

A: Butte County
B: Del Norte County
C: Lassen County
D: Modoc County
E: Nevada County
F: Plumas County
G: Shasta County
H: Sierra County
I: Siskiyou County
J: Tehama County
K: Trinity County

EXHIBIT 1: INFRASTRUCTURE FUNDING AGREEMENT (EXCEL SPREADSHEET)

Consolidated Infrastructure Budget (Exhibit A)
Consolidated Proportionate Share of Infrastructure Costs (Exhibit B)
Summary of Career Services (Exhibit C)
Other Systems Costs: Basic Career Services and Individual Career Services Budget (Exhibit D)

Counterparts/Electronic, Facsimile, and PDF Signatures.

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Partner written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. However, parties cannot be made to use an electronic form of signature if they prefer instead to use physical signatures. 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.

Signatures

In WITNESS THEREOF, the parties to this MOU hereby agree to the terms and execute this MOU and Attachments/Exhibits (separate signature pages).

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

WIOA Title I, Grant Recipient & Administrative Entity: Northern Rural Training and Employment Consortium (NoRTEC)

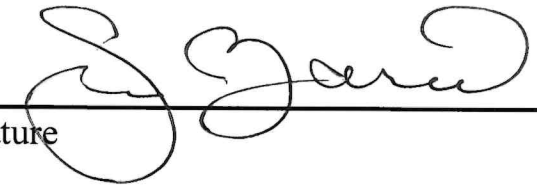
5/22/2025

Signature (Authorized Representative) — Date

Ric Leutwyler, Chair of the NoRTEC Governing Board — NoRTEC

Print Name/Title — Organization Name

WIOIA Title I, Grant Recipient & Administrative Entity: Northern Rural Training and Employment Consortium (NoRTEC)



5/22/2025

Signature — Date

Susan Marie, Chair of the Workforce Development Board — NoRTEC

Print Name/Title — Organization Name

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

05/27/2025

Signature (Authorized Representative) Date

Kristine ZuaZua — Alliance for Workforce Development Inc.

Print Name/Title — Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Wendy Zanotelli — 6/1/2025
Signature (Authorized Representative) — Date

Wendy Zanotelli / CEO — SMART Workforce Center
Print Name/Title — Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature — Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature — Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Signature (Authorized Representative) — Date: 5/28/2025

Carrie Ferchaud/CEO — Job Training Center

Print Name/Title — Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature — Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature — Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Lorenda Sanchez — May 28, 2025

Signature (Authorized Representative) — Date

Lorenda T. Sanchez, Executive Director — California Indian Manpower Consortium, Inc.

Print Name/Title — Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature — Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature — Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Heather Henry 6/9/25

Signature (Authorized Representative) Date

Heather Henry, CEO CA Human Development

Print Name/Title Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

6/17/25

Signature (Authorized Representative) Date

Dr. Steve Caminiti, Acting Superintendent PUHSD

Print Name/Title Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature Date

Print Name/Title

APPROVED
by the PUHSD Board of Trustees
on 6/17/25
Certified by D. Atkins, Exec. Asst. to Supt.

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

David Rangel *June 10, 2025*

Signature (Authorized Representative) Date

David Rangel, **EDD**
Employment Development Administrator **Unemployment Insurance**

Print Name/Title Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Jean Niñez 6/3/2025

Signature (Authorized Representative) Date

Jean Niñez, Regional Director CA DOR

Print Name/Title Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature Date

Print Name/Title

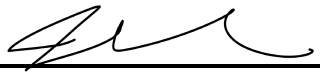
APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

Employment Development Department
Workforce Services Branch



7/8/2025

Signature (Authorized Representative) Date

Jeff Richard/ Deputy Division Chief **Employment Development Department**

Print Name/Title Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature Date

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

[signature]	6/3/2025
Signature (Authorized Representative)	Date
Sharon O'Sullivan	Dept of Rehabilitation
Print Name/Title	Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature	Date
Print Name/Title	

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature	Date
Print Name/Title	

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Northern Rural Training and Employment Consortium (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

EMPLOYMENT AND SOCIAL SERVICES

Signed by:
Tiffany Rowe
EB9834D45735431...

7/12/2025

Tiffany Rowe, Director — Date
Butte County Department of Employment and Social Services

COUNTY

DocuSigned by:
Sarah MacArthur
A4UA2191B65A443...

7/17/2025

Sarah MacArthur — Date
Butte County General Services

APPROVED AS TO FORM *On Behalf of*

Signed by:
Kathleen Kelso Greeson
D60BCFE39F2A430...

7/17/2025

Brad J. Stephens — Date
Butte County Counsel

APPROVED FOR CONTRACT POLICY COMPLIANCE

Signed by:
Jennifer Lawrence
C52179C184C1B648C...

7/14/2025

Jennifer Lawrence — Date
Butte County General Services Contracts Division

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Signature (Authorized Representative) — Date: 08/12/25

Joey Borges, Chair — **County of Del Norte Board of Supervisors**

Print Name/Title — Organization Name

Date: 08/12/25
I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.
Clerk of the Board
By: _____, Deputy

BOARD OF SUPERVISORS (IF REQUIRED):

N/A

Signature — Date

N/A

Print Name/Title

APPROVED AS TO FORM (IF REQUIRED):

County Counsel Signature — Date: 8/5/25

Jacqueline Roberts, County Counsel

Print Name/Title

Docusign Envelope ID: 69FB6A3A-CC1F-4B91-8059-0F156C9ACE07

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

DocuSigned by:
Tom Sandage
54F4588CFE6042...

6/24/2025

Signature (Authorized Representative) | Date

Tom Sandage | Modoc County Director of Social Services | Modoc County Department of Social Services

Print Name/Title | Organization Name

BOARD OF SUPERVISORS (IF REQUIRED):

Signed by:
Edwin D Coe II
374E7C150FA0405...

6/25/2025

Signature | Date

Edwin D Coe II | Chair, Modoc County Board of Supervisors

Print Name/Title

APPROVED AS TO FORM (IF REQUIRED):

DocuSigned by:
CD4E9067BAE941B...

6/24/2025

County Counsel Signature | Date

Margaret Long | County Counsel

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Lori McGee
Lori McGee (Jun 26, 2025 14:11 PDT)

06/26/2025

Signature (Authorized Representative) | Date

Lori McGee, Director | Sierra County Social Services

Print Name/Title | Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

LeeAdams
LeeAdams (Jun 19, 2025 15:31 PDT)

06/19/2025

Signature | Date

Lee Adams, Chairman

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

Rhetta Vander Ploeg
Rhetta Vander Ploeg (Jun 25, 2025 17:55 PDT)

06/25/2025

County Counsel Signature | Date

Rhetta Vander Ploeg, County Counsel

Print Name/Title

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Bekkie F. Emery — July 7, 2025
Signature (Authorized Representative) — Date

Bekkie F. Emery / Director — Tehama County Social Services
Print Name/Title — Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

Signature — Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature — Date

Print Name/Title

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Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

DocuSigned by:
Sarah Collard
F7262EB4B48F42B...

7/15/2025

Signature (Authorized Representative) Date

Sarah Collard

Sarah Colard Ph.D. HHSA Agency Director Siskiyou County HHSA

BOARD OF SUPERVISORS (IF REQUIRED):

N/A

Signature Date

Print Name/Title

APPROVED AS TO FORM (IF REQUIRED):

DocuSigned by:
Dana Barton
8D75D7D4E0C1484...

7/15/2025

County Counsel Signature Date

Dana Barton

Natalie Reed, County Counsel

Northern Rural Training and Employment Consortium, (NoRTEC)
WIOA MOU 2025-2028
Partner Signature Page

PARTNER AGENCY

Signature (Authorized Representative) — Date: 06/26/2025

Trent Tuthill, County Administrative Officer — County of Trinity
Print Name/Title — Organization Name

BOARD OF SUPERVISORS
(IF REQUIRED):

N/A

Signature — Date

Print Name/Title

APPROVED AS TO FORM
(IF REQUIRED):

County Counsel Signature — Date: 06/26/2025

Margaret Long, County Counsel, County of Trinity
Print Name/Title

A - Butte County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I, Migrant and Seasonal Farmworker Programs - Section (167), CHD	WIOA Title II, Adult Education and Literacy Programs - Oroville Adult Ed.	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Employment & Social Services
Basic Career Services											
Program eligibility	X	X	X	X		X	X	X	X	X	X
Outreach and intake and orientation to services	X	X	X	X	X	X		X	X	X	X
Initial assessment of skill levels	X	X	X	X			X	X	x		X
Job search and placement assistance	X	X	X		X	X	X	X	X		X
Labor Market employment statistics	X	X	X	X	X	X		X	X		
Supportive services information	X	X	X		X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X	X	X	X		X		X			X
Training vendor information	X	X	X		X	X		X			
Performance measure information	X	X	X			X		X			
Referrals to other programs and services	X	X	X	X	X	X	X	X	X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X	X	X		X	X				X
Individual Employment Plan	X	X	X		X	X	X	X	x		X
Group counseling	X	X									X
Individual counseling	X	X	X		X	X		X	x		X
Career Planning	X	X	X	X	X	X	X	X	x		X

Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X	X	X		X	X				X
Internships and work experience linked to careers	X	X	X	X		X	X				X
Workforce preparation activities	X	X	X	X	X	X	X		X		X
Financial literacy services	X	X		X							
Out-of-Area job search assistance and relocation assistance	X	X				X					
English language acquisition and integrated education and training programs			X	X		X					X
Follow-up Services											
Counseling regarding the workplace	X	X	X		x	X	X		X		
Referral to community resources necessary to retain employment	X	X	X		x	X	X		X		X
Provision of supportive services	X	X	X			X					
Career development/further education planning	X	X	X	X		X					
Assistance securing a better paying job	X	X	X			X	X		X		
Training Services											
Occupation Skills Training (Classroom based)	X	X	X	X		X					X
On-the-Job Training (OJT)	X	X	X			X	X				
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X				X	X				X
Training programs operated by the private sector	X	X				X					X
Skill upgrading and retraining	X	X	X	X		X	X				X
Entrepreneurial Training	X	X									
Transitional Jobs	X	X				X					
Job readiness training	X	X	X	X		X	X				X
Adult education and literacy activities	X	X	X	X		X					X
High School diploma/GED services	X	X	X	X		X					X
Employer customized training	X					X					
Business Services											
Labor market information	X			X							

Wage & Benefit information	X			X							
Local labor pool information	X			X							
Job/Career Fairs	X		X		X		X				
Internet talent search and job postings	X				X						
Employee recruitment and/or screening assistance	X	X	X		X						
Financial assistance for employee training	X	X									
Employee assessment/testing services	X	X									
Tax credit information	X	X			X				X		
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X										
Referral assistance to partnering agency	X	X	X								

Referral Process

When referring to partner agencies that are co-located, AFWD staff will personally escort the customer to an agency

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Alliance for Workforce

Sherry Pavlik - Program Manager
500 Cohasset Road, Suite 30, Chico, CA 95926
78 Table Mountain Blvd., Oroville, CA 95965
530-538-5208
spavlik@ncen.org or afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Jeff Hogue, Coordinator
2540 Hartnell Ave.
Redding, CA 96002
(530)222-1004
jefferyh@cimcinc.com

WIOA Title I, Migrant and Seasonal Farmworker Programs - Section (167)

Customers with questions about farmworker programs and services would be referred to California Human Development (CHD)

Norma Chavez, Senior Case
1249 Mangrove Avenue, Chico CA

916-371-8220 ext 1051
liliana.sapien@cahumandevelopment.org
WIOA Title II, Adult Education and Literacy Programs
Customers with questions about adult education and/or literacy programs would be referred to Oroville Union High
Debra Burtshaw - Administration
530-538-5350
dburtenshaw@ouhsd.org
WIOA Title III, Wagner-Peyser Programs
Customers interested in programs and/or services provided by Wagner-
Ignacio Magaña
500 Cohasset Road, Suite 30, Chico CA 95926
530-701-6311
ignacio.magana@edd.ca.gov
The Marysville Office can be used as backup 530-599-3040
WSBMarysvilleFieldOffice@edd.ca.gov
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements
Sierra Schmidt
530-895-6039
Sierra.Schmidt@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information from Experience Works would be referred to AARP Senior Community
Melissa Frohrip, Project Director
530-768-5252
Mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the
EDD - Marysville, CA
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans
Andrew Macy
DVOP
530-599-3023
Andrew.Macy@edd.ca.gov
The Marysville Office can be used as backup 530-749-4882
WSBMarysvilleFieldOffice@edd.ca.gov
Unemployment Insurance Program (EDD)

Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
500 Cohasset Road, Suite 30, Chico CA 95926
530-961-5125
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
(**Chico**) Melissa Kavalich, Resource Staff
765 East Ave., Chico CA 95926
530-552-6679
mkavalich@buttecounty.net
(**Oroville**) John Johnston, Resource Staff
78 Table Mountain Blvd., Oroville, CA 95965
530-552-6761
jjohnston@buttecounty.net

A - Butte County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I, Migrant and Seasonal Farmworker Programs - Section (167), CHD	WIOA Title II, Adult Education and Literacy Programs - Oroville Adult Ed.	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Employment & Social Services
Basic Career Services											
Program eligibility	X	X	X	X		X	X	X	X	X	X
Outreach and intake and orientation to services	X	X	X	X	X	X		X	X	X	X
Initial assessment of skill levels	X	X	X	X			X	X	x		X
Job search and placement assistance	X	X	X		X	X	X	X	X		X
Labor Market employment statistics	X	X	X	X	X	X		X	X		
Supportive services information	X	X	X		X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X	X	X	X		X		X			X
Training vendor information	X	X	X		X	X		X			
Performance measure information	X	X	X			X		X			
Referrals to other programs and services	X	X	X	X	X	X	X	X	X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X	X	X		X	X				X
Individual Employment Plan	X	X	X		X	X	X	X	x		X
Group counseling	X	X									X
Individual counseling	X	X	X		X	X		X	x		X
Career Planning	X	X	X	X	X	X	X	X	x		X

Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X	X	X		X	X				X
Internships and work experience linked to careers	X	X	X	X		X	X				X
Workforce preparation activities	X	X	X	X	X	X	X		X		X
Financial literacy services	X	X		X							
Out-of-Area job search assistance and relocation assistance	X	X				X					
English language acquisition and integrated education and training programs			X	X		X					X
Follow-up Services											
Counseling regarding the workplace	X	X	X		x	X	X		X		
Referral to community resources necessary to retain employment	X	X	X		x	X	X		X		X
Provision of supportive services	X	X	X			X					
Career development/further education planning	X	X	X	X		X					
Assistance securing a better paying job	X	X	X			X	X		X		
Training Services											
Occupation Skills Training (Classroom based)	X	X	X	X		X					X
On-the-Job Training (OJT)	X	X	X			X	X				
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X				X	X				X
Training programs operated by the private sector	X	X				X					X
Skill upgrading and retraining	X	X	X	X		X	X				X
Entrepreneurial Training	X	X									
Transitional Jobs	X	X				X					
Job readiness training	X	X	X	X		X	X				X
Adult education and literacy activities	X	X	X	X		X					X
High School diploma/GED services	X	X	X	X		X					X
Employer customized training	X					X					
Business Services											
Labor market information	X			X							

Wage & Benefit information	X			X							
Local labor pool information	X			X							
Job/Career Fairs	X		X		X		X				
Internet talent search and job postings	X				X						
Employee recruitment and/or screening assistance	X	X	X		X						
Financial assistance for employee training	X	X									
Employee assessment/testing services	X	X									
Tax credit information	X	X			X				X		
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X										
Referral assistance to partnering agency	X	X	X								

Referral Process

When referring to partner agencies that are co-located, AFWD staff will personally escort the customer to an agency

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Alliance for Workforce

Sarah Mello - Program Supervisor
500 Cohasset Road, Suite 30, Chico, CA 95926
78 Table Mountain Blvd., Oroville, CA 95965
530-538-5208
afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Jeff Hogue, Coordinator
2540 Hartnell Ave.
Redding, CA 96002
(530)222-1004
jefferyh@cimcinc.com

WIOA Title I, Migrant and Seasonal Farmworker Programs - Section (167)

Customers with questions about farmworker programs and services would be referred to California Human Development (CHD)

Norma Chavez - Senior Case Manager
1249 Mangrove Avenue, Chico CA

916-371-8220 ext 105
liliana.sapien@cahumandevelopment.org
WIOA Title II, Adult Education and Literacy Programs
Customers with questions about adult education and/or literacy programs would be referred to Oroville Union High
Debra Burtshaw - Administration
530-538-5350
dburtenshaw@ouhsd.org
WIOA Title III, Wagner-Peyser Programs
Customers interested in programs and/or services provided by Wagner-
Ignacio Magaña
500 Cohasset Road, Suite 30, Chico CA 95926
530-701-6311
ignacio.magana@edd.ca.gov
The Marysville Office can be used as backup 530-599-3040
WSBMarysvilleFieldOffice@edd.ca.gov
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements
Sierra Schmidt
530-895-6039
Sierra.Schmidt@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information from Experience Works would be referred to AARP Senior Community
Melissa Frohrip, Project Director
530-768-5252
Mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the
EDD - Marysville, CA
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans
Andrew Macy
DVOP
530-599-3023
Andrew.Macy@edd.ca.gov
The Marysville Office can be used as backup 530-749-4882
WSBMarysvilleFieldOffice@edd.ca.gov
Unemployment Insurance Program (EDD)

Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
500 Cohasset Road, Suite 30, Chico CA 95926
530-961-5125
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
(**Chico**) Melissa Kavalich, Resource Staff
765 East Ave., Chico CA 95926
530-552-6679
mkavalich@buttecounty.net
(**Oroville**) John Johnston, Resource Staff
78 Table Mountain Blvd., Oroville, CA 95965
530-552-6761
jjohnston@buttecounty.net

B - Del Norte County											
	WIOA Title I, Adult/DW/Youth - SMART Workforce Center	WIOA Title I, Native American Programs - Northern California Indian Development Council	WIOA Title I Migrant and Seasonal Farmworker (Section 167)	WIOA Title II, Adult Education and Literacy Programs - Del Norte County	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) Programs	Veterans Programs - EDD	Unemployment Insurance Program - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Health & Human Services
Services											
Basic Career Services											
Program eligibility	X	X				X	X	X	X	X	X
Outreach and intake and orientation to services	X	X				X	X	X	X	X	X
Initial assessment of skill levels	X	X				X	X	X	X		X
Job search and placement assistance	X	X				X	X	X	X		X
Labor Market employment statistics	X	X				X	X	X	X		X
Supportive services information	X	X				X		X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X						X	X	X	X
Eligibility for programs of financial aid assistance for training and education programs	X	X						X	X		X
Training vendor information	X	X				X		X	X		X
Performance measure information	X	X						X	X		
Referrals to other programs and services	X	X		X		X	X	X	X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X		X		X	X	X	X		X
Individual Employment Plan	X	X				X		X	X		X
Group counseling		X									
Individual counseling	X	X		X		X	X		X		X
Career Planning	X	X				X	X	X	X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X				X	X	X	X		X

Internships and work experience linked to careers	X	X				X	X		X		
Workforce preparation activities	X	X				X	X	X	X		X
Financial literacy services											X
Out-of-Area job search assistance and relocation assistance	X	X				X		X	X		X
English language acquisition and integrated education and training programs				X		X					
Follow-up Services											
Counseling regarding the workplace	X	X				X	X	X	X		X
Referral to community resources necessary to retain employment	X	X		X		X	X	X	X		X
Provision of supportive services	X	X				X			X		X
Career development/further education planning	X	X				X	X	X	X		X
Assistance securing a better paying job	X	X				X	X	X	X		X
Training Services											
Occupation Skills Training (Classroom based)	X	X				X		X	X		X
On-the-Job Training (OJT)	X	X							X		
Incumbent Worker Training	X	X							X		
Programs that provide workplace training with related instruction								X			
Training programs operated by the private sector	X	X				X		X	X		X
Skill upgrading and retraining	X	X				X	X	X	X		X
Entrepreneurial Training								X			X
Transitional Jobs		X					X	X	X		
Job readiness training	X	X					X	X	X		X
Adult education and literacy activities				X		X		X			
High School diploma/GED services				X				X			
Employer customized training									X		
Business Services											
Labor market information	X								X		X
Wage & Benefit information	X								X		X
Local labor pool information	X								X		X
Job/Career Fairs	X	X							X		X
Internet talent search and job postings	X								X		

Employee recruitment and/or screening assistance	X	X							X		X
Financial assistance for employee training	X	X							X		
Employee assessment/testing services		X							X		
Tax credit information	X								X		X
Employer workshops and seminars	X								X		
Outplacement assistance											
Small Business Admin. information											
Human Resource information	X										
Rapid Response/Layoff Aversion services	X										
Job description assistance	X										
Referral assistance to partnering agency	X	X		X		X	X		X		X

Referral Process

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by SMART Workforce Center, would be referred to Christy Hernandez, Supervisor:

875 5th Street, Crescent City, CA 95531
707-464-8347
hchristy@thesmartcenter.biz

WIOA Title I, Native American Programs - Section (166)

Customers that might fit eligibility requirement for assistance through Northern CA Indian Development Council or have questions about services would be referred to Angela Davis, NCIDC Program Coordinator:

888 4th Street, Crescent City, CA 95531
707-464-3512
angeladavis@ncidc.org

WIOA Title I, Migrant and Seasonal Farmworker Programs - Section (167)

Customers with questions about farmworker programs and services would be referred to California Human Development:

Lilian Sapien - Senior Case Manager
1249 Mangrove Avenue, Chico CA
916-371-8220 ext 1051
liliana.sapien@cahumandevelopment.org

WIOA Title II, Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to Del Norte County Unified School District office to speak to Jeff Harris,

County and District Superintendent:
301 W. Washington Blvd, Crescent City, CA 95531
707-464-0200
jharris@delnorte.k12.ca.us

WIOA Title III, Wagner-Peyser Programs
Customers with questions about Wagner-Peyser programs in our area would be referred to EDD Workforce Services, Cluster Manager, Employment Program Manager II, Claudia Obera De Luna.
409 K Street, Eureka, CA 95501
707-441-5707
claudia.oberadeluna@edd.ca.gov
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through Department of Rehab, or might fit eligibility requirements for services, would be referred to Ashley English.
Ashley English
1330 Bayshore Way, Eureka, CA 95501
707-445-6300
ashley.english@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information from Senior Community Service Employment Program would be referred to:
AARP Foundation SCSEP
2400 Washington Ave Suite 231, Redding, CA 96001
855-850-2525
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to Cluster Manager, Employment Program Manager II, Claudia Obera De Luna.
409 K Street, Eureka, CA 95501
707-441-5707
claudia.oberadeluna@edd.ca.gov
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Representative, Thomas Johnson:
409 K Street, Eureka, CA 95501
707-441-5709
thomas.johnson@edd.ca.gov
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
875 5th Street, Crescent City, CA 95531
(707) 464-8347
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
Jennifer Ortman, Program Manager, Public Assistance/Employment & Training Branch

880 Northcrest Dr, Crescent City, CA 95531											
707-464-3191 x 2637											
jortman@co.del-norte.ca.us											

C - Lassen County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I Migrant and Seasonal Farmworker Program (Section 167)	WIOA Title II, Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Social Services
Services											
Basic Career Services											
Program eligibility	X	X		X	X	X	X	X	X	X	X
Outreach and intake and orientation to services	X	X		X	X	X		X	X	X	X
Initial assessment of skill levels	X	X		X	X		X		X		X
Job search and placement assistance	X	X			X	X	X		X		X
Labor Market employment statistics	X	X		X	X	X		X	X		
Supportive services information	X	X		X	X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X	X		X	X	X		X			X
Training vendor information	X	X			X	X					
Performance measure information	X	X				X					
Referrals to other programs and services	X	X		X	X	X	X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X		X		X	X				X
Individual Employment Plan	X	X			X	X	X		X		X
Group counseling	X	X			X				X		X
Individual counseling	X	X		X	X	X		X	X		X
Career Planning	X	X		X	X	X	X		X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X		X	X	X	X		X		X

Internships and work experience linked to careers	X	X		X		X	X				X
Workforce preparation activities	X	X		X	X	X	X		X		X
Financial literacy services	X	X									
Out-of-Area job search assistance and relocation assistance	X	X				X					
English language acquisition and integrated education and training programs				X		X					
Follow-up Services											
Counseling regarding the workplace	X	X				X	X		X		
Referral to community resources necessary to retain employment	X	X			X	X	X		X		X
Provision of supportive services	X	X				X					
Career development/further education planning	X	X		X		X					
Assistance securing a better paying job	X	X			X	X	X		X		
Training Services											
Occupation Skills Training (Classroom based)	X	X		X		X		X	X		X
On-the-Job Training (OJT)	X	X				X	X		X		
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X				X	X		X		X
Training programs operated by the private sector	X	X				X		X	X		X
Skill upgrading and retraining	X	X				X	X				X
Entrepreneurial Training	X	X									
Transitional Jobs	X	X				X					
Job readiness training	X	X		X		X	X		X		X
Adult education and literacy activities	X	X		X		X			X		
High School diploma/GED services	X	X		X		X					X
Employer customized training	X					X					
Business Services											
Labor market information	X				X						
Wage & Benefit information	X				X						
Local labor pool information	X				X						
Job/Career Fairs	X				X		X				
Internet talent search and job postings	X			X	X						

Employee recruitment and/or screening assistance	X	X			X						
Financial assistance for employee training	X	X									
Employee assessment/testing services	X	X									
Tax credit information	X	X			X						
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X				X						
Referral assistance to partnering agency	X	X			X						

Referral Process

When referring to partner agencies that are co-located, Business & Career Network staff will personally escort the customer to an agency representative and provide introductions. For partners not co-located, Business & Career Network staff will contact the agency representative by telephone, e-mail or in person for the customer, and make the referral. The customer will be provided a Business & Career Network staff business card to present to the partner agency.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Business & Career Network would be referred to:

Kristyna Almaguer - Career Center Advisor
1626 Main St. Suite B, Susanville CA 96130
530-257-5057
afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Jeff Hogue, Coordinator
2540 Hartnell Ave.
Redding, CA 96002
(530)222-1004
jefferyh@cimcinc.com

WIOA Title II, Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to:

Janet Marinoni - Transition Counselor
530-249-9997
JMarinoni@lassencollege.edu

WIOA Title III, Wagner-Peyser Programs

Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements for services, would be referred to:
Johnna Witte 530-895-6052 Johnna.Witte@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information would be referred to AARP, Employment & Training Coordinator for Northern CA:
Melissa Frohrip, Project Director
530-768-5252
Mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to:
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services Assistant:
Redding EDD Office 530-225-2185 ext. 6 Veterans Services
WSBReddingFieldOffice@edd.ca.gov
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
1626 Main St. Suite B, Susanville CA 96130
530-257-5057
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred
Yvonne Hawkes
1616 Chestnut Street, Susanville, CA 96130
530-251-8152
yhawkes@co.lassen.ca.us

D - Modoc County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Employment & Social Services
Services											
Basic Career Services											
Program eligibility	X	X			X	X	X		X	X	X
Outreach and intake and orientation to services	X	X			X	X		X	X	X	X
Initial assessment of skill levels	X	X			X		X		X		X
Job search and placement assistance	X	X			X	X	X		X		X
Labor Market employment statistics	X	X			X	X		X	X		
Supportive services information	X	X			X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X	X			X	X		X			X
Training vendor information	X	X			X	X					
Performance measure information	X	X				X					
Referrals to other programs and services	X	X			X	X	X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X				X	X				X
Individual Employment Plan	X	X			X	X	X		X		X
Group counseling	X	X			X				X		X
Individual counseling	X	X			X	X		X	X		X
Career Planning	X	X			X	X	X		X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X			X	X	X		X		X

Internships and work experience linked to careers	X	X				X	X				X
Workforce preparation activities	X	X			X	X	X		X		X
Financial literacy services	X	X									
Out-of-Area job search assistance and relocation assistance	X	X				X					
English language acquisition and integrated education and training programs						X					X
Follow-up Services											
Counseling regarding the workplace	X	X				X	X		X		
Referral to community resources necessary to retain employment	X	X			X	X	X		X		X
Provision of supportive services	X	X				X					
Career development/further education planning	X	X				X					
Assistance securing a better paying job	X	X			X	X	X		X		
Training Services											
Occupation Skills Training (Classroom based)	X	X				X		X	X		X
On-the-Job Training (OJT)	X	X				X	X		X		
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X				X	X		X		X
Training programs operated by the private sector	X	X				X		X	X		X
Skill upgrading and retraining	X	X				X	X				X
Entrepreneurial Training	X	X									
Transitional Jobs	X	X				X					
Job readiness training	X	X				X	X		X		X
Adult education and literacy activities	X	X				X			X		X
High School diploma/GED services	X	X				X					X
Employer customized training	X					X					
Business Services											
Labor market information	X				X						
Wage & Benefit information	X				X						
Local labor pool information	X				X						
Job/Career Fairs	X				X		X				
Internet talent search and job postings	X				X						

Employee recruitment and/or screening assistance	X	X			X						
Financial assistance for employee training	X	X									
Employee assessment/testing services	X	X									
Tax credit information	X	X			X						
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X				X						
Referral assistance to partnering agency	X	X			X						

Referral Process

When referring to partner agencies that are co-located, Business & Career Network staff will personally escort the customer to an agency representative and provide introductions. For partners not co-located, Business & Career Network staff will contact the agency representative by telephone, e-mail or in person for the customer, and make the referral. The customer will be provided a Business & Career Network staff business card to present to the partner agency.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Business & Career Network would be referred to:

Telene Johnston - Resource Coordinator
701 N. Main Street, #1. Alturas, CA 96101
530-233-4161
afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Redding office.

California Indian Manpower Consortium, Inc.
Jeff Hogue, Coordinator
2540 Hartnell Ave.
Redding, CA 96002
(530)222-1004
jefferyh@cimcinc.com

WIOA Title III, Wagner-Peyser Programs

Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department

Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov

WIOA Title IV, Vocational Rehabilitation Programs

Customers asking about services available through California Department of Rehab, or might fit eligibility requirements for services, would be referred to:
Stacey Willison 530-895-5758 Stacey.Willison@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information would be referred to AARP, Employment & Training Coordinator for Northern CA:
Melissa Frohrip - Project Director
530-768-5252
mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to:
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services Assistant:
Redding EDD Office 530-225-2185 ext. 6 Veterans Services
WSBReddingFieldOffice@edd.ca.gov
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
701 N. Main Street, #1. Alturas, CA 96101
530-233-4161
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
Karena Nield - Program Manager
324 South Main Street, Alturas, CA 96101
530-233-6501 or 530-233-6428
karenaneild@co.modoc.ca.us or calworks@co.modoc.ca.us

E - Nevada County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II, Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Social Services
Services											
Basic Career Services											
Program eligibility	X	X		X		X	X	X	X	X	X
Outreach and intake and orientation to services	X	X		X	X	X		X	X	X	X
Initial assessment of skill levels	X	X		X			X	X	X		X
Job search and placement assistance	X	X			X	X	X	X	X		X
Labor Market employment statistics	X	X		X	X	X		X	X		X
Supportive services information	X	X		X	X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	X
Eligibility for programs of financial aid assistance for training and education programs	X	X				X		X			X
Training vendor information	X	X				X		x			X
Performance measure information	X	X		X		X					
Referrals to other programs and services	X	X		X	X	X	X	X	X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X		X		X	X				X
Individual Employment Plan	X	X			X	X	X	X	X		X
Group counseling	X	X									X
Individual counseling	X	X			X	X		X	X		X
Career Planning	X	X		X	X	X	X	X	X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X		X		X	X		X		X

Internships and work experience linked to careers	X	X		X		X	X				X
Workforce preparation activities	X	X		X		X	X		X		X
Financial literacy services	X	X		X							X
Out-of-Area job search assistance and relocation assistance	X	X				X					
English language acquisition and integrated education and training programs				X		X					X
Follow-up Services											
Counseling regarding the workplace	X	X				X	X		X		
Referral to community resources necessary to retain employment	X	X		X	X	X	X		X		X
Provision of supportive services	X	X				X					
Career development/further education planning	X	X		X		X					
Assistance securing a better paying job	X	X				X	X		X		
Training Services											
Occupation Skills Training (Classroom based)	X	X		X		X					X
On-the-Job Training (OJT)	X	X				X	X				
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X		X		X	X				X
Training programs operated by the private sector	X	X		X		X					X
Skill upgrading and retraining	X	X		X		X	X				X
Entrepreneurial Training	X	X		X							
Transitional Jobs	X	X				X					X
Job readiness training	X	X		X		X	X				X
Adult education and literacy activities	X	X		X		X					X
High School diploma/GED services	X	X		X		X					X
Employer customized training	X					X					
Business Services											
Labor market information	X			X							
Wage & Benefit information	X										
Local labor pool information	X										
Job/Career Fairs	X			X			X				

Internet talent search and job postings	X				X						
Employee recruitment and/or screening assistance	X	X									
Financial assistance for employee training	X	X									
Employee assessment/testing services	X	X									
Tax credit information	X	X			X				X		
Employer workshops and seminars	X										
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X										
Referral assistance to partnering agency	X	X									

Referral Process

When referring to partner agencies that are co-located, Business & Career Network staff will personally escort the customer to an agency representative and provide introductions. For partners not co-located, Business & Career Network staff will contact the agency representative by telephone, e-mail or in person for the customer, and make the referral. The customer will be provided a Business & Career Network staff business card to present to the partner agency.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Business & Career Network would be referred to:

(**Grass Valley**) Chasity Haynes - Career Center Advisor
988 McCourtney Road, Grass Valley, CA 95949
530-328-1787
afwdcontact@ncen.org

(Truckee) Nancy Settle - Resource Coordinator
10879 Donner Pass Rd. #A
Truckee CA 96161
530-328-2069
afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Jeff Hogue, Coordinator
2540 Hartnell Ave.
Redding, CA 96002
(530)222-1004
jefferyh@cimcinc.com

WIOA Title II, Adult Education and Literacy Programs
Customers with questions about adult education and/or literacy programs would be referred to Nevada Joint Union High School District.
(Grass Valley) Noah Levinson - Principle & Coordinator AE
530-271-2819 ext 2318
nlevinson@puhsd.k12.ca.us
(Truckee) Noah Levinson - Principle & Coordinator AE
530-271-2819 ext 2318
nlevinson@puhsd.k12.ca.us
WIOA Title III, Wagner-Peyser Programs
Customers looking to find out more information regarding Wagner-Peyser Assistance would be referred to the nearest EDD office to speak to:
EDD - Marysville, CA - Marylou Gonzalez (Wednesdays)
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements for services, would be referred to:
(Grass Valley) Juli Marks - Counselor
530-823-4040
juli.marks@dor.ca.gov
(Truckee) Timothy Savee - Counselor
(530)541-3226
Timothy.savee@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information would be referred to AARP, Employment & Training Coordinator for
Melissa Frohrip, Project Director
530-768-5252
Mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the
EDD - Marysville, CA - Marylou Gonzalez (Wednesdays)
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans
EDD - Marysville, CA
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
Andrew Macy DVOP (alternate)
andrew.macy@edd.ca.gov

Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
988 McCourtney Road, Grass Valley, CA 95949
(530) 265-7088
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
Department of Social Services
Tamaran Cook, Program Manager
988 McCourtney Road, Grass Valley, CA 95949
530-265-1340
DSS@co.nevada.ca.us or Tamaran.cook@co.nevada.ca.us
Tamaran Cook, Program Manager
988 McCourtney Road, Grass Valley, CA 95949
530-265-1340
DSS@co.nevada.ca.us or Tamaran.cook@co.nevada.ca.us

F - Plumas County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II, Adult Education and Literacy Programs	WIOA Title III Wagner-Peyser Programs	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Employment & Social Services
Services											
Basic Career Services											
Program eligibility	X	X		X	X	X	X	X	X	X	X
Outreach and intake and orientation to services	X	X		X	X	X		X	X	X	X
Initial assessment of skill levels	X	X		X	X		X		X		X
Job search and placement assistance	X	X			X	X	X		X		X
Labor Market employment statistics	X	X			X	X		X	X		
Supportive services information	X	X			X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	X
Eligibility for programs of financial aid assistance for training and education programs	X	X		X	X	X		X			X
Training vendor information	X	X			X	X					
Performance measure information	X	X				X					
Referrals to other programs and services	X	X		X	X	X	X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X		X		X	X				
Individual Employment Plan	X	X			X	X	X		X		X
Group counseling	X	X			X				X		X
Individual counseling	X	X			X	X		X	X		X
Career Planning	X	X		X	X	X	X		X		X
Short-term prevocational	X	X			X	X	X		X		X
Internships and work experience linked to careers	X	X				X	X				X

Workforce preparation activities	X	X		X	X	X	X		X		X
Financial literacy services	X	X									
Out-of-Area job search assistance and relocation assistance	X	X				X					
English language acquisition and integrated education and				X		X					X
Follow-up Services											
Counseling regarding the workplace	X	X				X	X		X		
Referral to community resources necessary to retain employment	X	X			X	X	X		X		X
Provision of supportive services	X	X				X					X
Career development/further education planning	X	X		X		X					
Assistance securing a better paying job	X	X			X	X	X		X		
Training Services											
Occupation Skills Training (Classroom based)	X	X		X		X		X	X		
On-the-Job Training (OJT)	X	X				X	X		X		
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X				X	X		X		X
Training programs operated by the private sector	X	X				X		X	X		X
Skill upgrading and retraining	X	X				X	X				
Entrepreneurial Training	X	X									
Transitional Jobs	X	X				X					X
Job readiness training	X	X		X		X	X		X		X
Adult education and literacy activities	X	X		X		X			X		X
High School diploma/GED services	X	X		X		X					
Employer customized training	X					X					
Business Services											
Labor market information	X				X						
Wage & Benefit information	X				X						
Local labor pool information	X				X						
Job/Career Fairs	X				X		X				
Internet talent search and job postings	X			X	X						
Employee recruitment and/or screening assistance	X	X			X						
Financial assistance for employee training	X	X									

Employee assessment/testing services	X	X									
Tax credit information	X	X			X						
Employer workshops and seminars	X				X						X
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X				X						
Referral assistance to partnering agency	X	X			X						X

Referral Process

When referring to partner agencies that are co-located, Business & Career Network staff will personally escort the customer to an agency representative and provide introductions. For partners not co-located, Business & Career Network staff will contact the agency representative by telephone, e-mail or in person for the customer, and make the referral. The customer will be provided a Business & Career Network staff business card to present to the partner agency.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Business & Career Network, would be referred to:

Irshad Stolden - Resource Coordinator
76 Crescent St, Quincy, CA 95971
(530) 283-1606
afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Jeff Hogue - Coordinator
2540 Hartnell Ave.
Redding, CA 96002
530-222-1004
jefferyh@cimcinc.com

WIOA Title II, Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to Plumas County Literacy.

Karen Miller — Feather River Adult Education Consortium (HS diploma)
530-283-1003 (main) or 530-680-9831 (direct)
mabramson@pcoe.k12.ca.us

WIOA Title III, Wagner-Peyser Programs

Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.

Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov

WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements
Johnna Witte 530-895-6052 Johnna.Witte@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information from Experience Works would be referred to AARP, Employment & Training Coordinator for Northern CA:
Melissa Frohrip, Project Director
530-768-5252
Mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to:
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services Assistant:
Redding EDD Office 530-225-2185 ext. 6 Veterans Services
WSBReddingFieldOffice@edd.ca.gov
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
76 Crescent St, Quincy, CA 95971 (530) 283-1606
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
Plumas Social Services
270 County Hospital Road, Suite 207, Quincy, CA 95971
530-283-6350
benefitscal.org

G - Shasta County											
	WIOA Title I, Adult/DW/Youth - SMART Workforce Center	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II, Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Department of Health & Human Services
Services											
Basic Career Services											
Program eligibility	X	X	X		X		X	X	X	X	X
Outreach and intake and orientation to services	X	X	X	X	X	X	X	X	X	X	
Initial assessment of skill levels	X	X	X	X	X	X	X		X		
Job search and placement assistance	X	X	X		X	X	X		X		X
Labor Market employment statistics	X	X			X	X		X	X		X
Supportive services information	X	X			X	X	X	X	X		
Unemployment Insurance Claim Filing Assistance and Information	X				X			X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X			X	X			X	X		
Training vendor information	X	X	X		X				X		
Performance measure information	X	X	X				X		X		
Referrals to other programs and services	X	X	X	X	X	X	X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X	X	X		X	X		X		
Individual Employment Plan	X	X	X		X	X	X	X	X		
Group counseling	X		X		X		X		X		
Individual counseling	X	X	X	X	X	X	X		X		X
Career Planning	X	X	X		X	X			X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X				X		X		X		

Internships and work experience linked to careers	X		X				X		X		
Workforce preparation activities	X	X	X	X	X	X	X		X		X
Financial literacy services	X										
Out-of-Area job search assistance and relocation assistance	X										
English language acquisition and integrated education and training programs	X			X							
Follow-up Services											
Counseling regarding the workplace	X		X				X				
Referral to community resources necessary to retain employment	X				X		X		X		
Provision of supportive services	X		X								
Career development/further education planning	X			X							
Assistance securing a better paying job	X				X						
Training Services											
Occupation Skills Training (Classroom based)	X	X	X	X				X	X		
On-the-Job Training (OJT)	X	X	X				X		X		
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X			X					X		X
Training programs operated by the private sector	X	X					X	X	X		X
Skill upgrading and retraining	X		X	X							
Entrepreneurial Training	X	X		X							
Transitional Jobs	X										
Job readiness training	X	X	X	X		X	X		X		X
Adult education and literacy activities	X			X					X		
High School diploma/GED services	X			X							
Employer customized training	X			X							
Business Services											
Labor market information	X	X			X						
Wage & Benefit information	X				X						
Local labor pool information	X				X						
Job/Career Fairs	X	X		X	X	X	X				X
Internet talent search and job postings	X				X						X

Employee recruitment and/or screening assistance	X				X	X					
Financial assistance for employee training	X										
Employee assessment/testing services	X										X
Tax credit information	X	X			X	X					
Employer workshops and seminars	X				X	X					
Outplacement assistance	X										
Small Business Admin. information	X					X					
Human Resource information	X										
Rapid Response/Layoff Aversion services	X				X						
Job description assistance	X				X						
Referral assistance to partnering agency	X	X		X	X	X	X				X

Referral Process

Referrals to partner agencies will be made through phone calls, instant messaging systems, or on-site introductions.

WIOA Title I, Adult, Dislocated Worker, and Youth Programs

Customers interested in obtaining more information regarding services provided by:

Smart Workforce Center
760 Cypress Ave #210, Redding, CA 96001
Betsey Ray
Regional Program Manager
530-245-1557
rbetsey@thesmartcenter.biz

WIOA Title I Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Lorenda T. Sanchez
Executive Director
738 North Market Blvd.
Sacramento, CA 95834
916-920-0285
lorendasl@cimcinc.com

WIOA Title I, Migrant and Seasonal Farmworker Programs - Section 167

Customers with questions regarding EDD's Migrant Seasonal Farm Workers Program are first directed to use:

Valeria Garnica, Senior Case
916-37-822- x:1072
1325 Pine Street, Redding CA 96001
WSBReddingFieldOffice@edd.ca.gov

WIOA Title II Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to:
Anderson Adult Education Center
Jennifer Epperson
Office 530-365-3334
jepperson@auhsd.net
Shasta College
Adult Education & Extended Ed
Molly Stimple
Office 530-395-8548
mstimpel@shastacollege.edu
Shasta Literacy Program
Shasta County Library
Shae Darling
Literacy Coordinator
Office 530-245-7237
literacy@shastalibraries.org
Shasta Adult School
Lori Cahill
Secretary
Office 530- 245-2626
Fax 530-245-2682
Good News Rescue Mission - Academic Center
Kevin Hancock
Life Skills Coach
Office 530-242-5920 ext. 13
khancock@gnrm.org
WIOA Title III, Wagner-Peyser Programs
Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to:
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Veterans Programs
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services Assistant:
Redding EDD Office 530-225-2185 ext. 6 Veterans Services
WSBReddingFieldOffice@edd.ca.gov
Unemployment Insurance Program - EDD

Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.

760 Cypress Ave #210, Redding, CA 96001
(530) 246-7911

WIOA Title IV, Vocational Rehabilitation Programs

California Department of Rehabilitation
Larry Nguyen
Office Technician
Office 530-224-4708
larry.nguyen@dor.ca.gov

Title V, Older Americans Act

Customers that are requesting information from Senior Community Service Employment Program would be referred to:

AARP Foundation SCSEP
2400 Washington Ave Suite 231, Redding, CA 96001
855-850-2525
https://www.aarp.org/aarp-foundation/our-work/income/scsep/

Temporary Assistance for Needy Families (TANF)/CalWORKs

Eligibility for services may be accessed at one of the following locations or by calling the direct line. A live person will assist the customer over the phone and direct them to the appropriate services they can receive.

Shasta County Health and Human Services

Downtown Redding Center
1220 Sacramento Street
Redding, CA 96001
(530) 229-8441

Eligibility & Employment Services-Cascade

2460 Breslauer Way
Redding, CA 96001
(877) 652-0731

Enterprise Regional Office

2757 Churn Creek Road
Redding, CA 96002
(530) 224-4894

Note: Services by also be accessed by calling 211 in Shasta County

H - Sierra County											
	WIOA Title I, Adult/DW/Youth - AFWD, Inc.	WIOA Title I, Native American Programs - California Indian Manpower Consortium	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II, Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV Vocational Rehabilitation Programs	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs -
Services											
Basic Career Services											
Program eligibility	X	X		X			X	X	x	X	X
Outreach and intake and orientation to services	X	X		X				X	X	X	X
Initial assessment of skill levels	X	X		X			X	X	X		X
Job search and placement assistance	X	X			X		X	X	X		X
Labor Market employment statistics	X	X			X			X	X		
Supportive services information	X	X			X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X	X			X			X	X	X	X
Eligibility for programs of financial aid assistance for training and education programs	X	X						X			X
Training vendor information	X	X			X			X			
Performance measure information	X	X									X
Referrals to other programs and services	X	X		X	X		X	X	X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X	X					X				X
Individual Employment Plan	X	X			X		X	X	X		X
Group counseling	X	X									
Individual counseling	X	X			X			X	X		X
Career Planning	X	X			X		X	X	X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X	X					X		X		X

Internships and work experience linked to careers	X	X					X				X
Workforce preparation activities	X	X					X		X		X
Financial literacy services	X	X									
Out-of-Area job search assistance and relocation assistance	X	X									
English language acquisition and integrated education and training programs				X							X
Follow-up Services											
Counseling regarding the workplace	X	X					X		X		
Referral to community resources necessary to retain employment	X	X			X		X		X		X
Provision of supportive services	X	X									X
Career development/further education planning	X	X									
Assistance securing a better paying job	X	X					X		X		X
Training Services											
Occupation Skills Training (Classroom based)	X	X									X
On-the-Job Training (OJT)	X	X					X				
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X	X					X				X
Training programs operated by the private sector	X	X									X
Skill upgrading and retraining	X	X					X				X
Entrepreneurial Training	X	X									
Transitional Jobs	X	X									
Job readiness training	X	X					X				X
Adult education and literacy activities	X	X		X							X
High School diploma/GED services	X	X		X							X
Employer customized training	X										
Business Services											
Labor market information	X				X						
Wage & Benefit information	X				X						
Local labor pool information	X				X						
Job/Career Fairs	X				X		X				
Internet talent search and job postings	X				X						X
Employee recruitment and/or screening assistance	X	X			X						

Financial assistance for employee training	X	X									
Employee assessment/testing services	X	X									
Tax credit information	X	X			X						
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X	X			X						
Job description assistance	X				X						
Referral assistance to partnering agency	X	X			X						

Referral Process

When referring to partner agencies that are co-located, Business & Career Network staff will personally escort the customer to an agency representative and provide introductions. For partners not co-located, Business & Career Network staff will contact the agency representative by telephone, e-mail or in person for the customer, and make the referral. The customer will be provided a Business & Career Network staff business card to present to the partner agency.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by the Business and Career Network, would be referred to:

Irshad Stolden - Resource Cordinator
305 South Lincoln Street, Sierraville, CA 96126
530-994-3349
afwdcontact@ncen.org

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Jeff Hogue - Coordinator
2540 Hartnell Ave.
Redding, CA 96002
530-222-1004
jefferyh@cimcinc.com

WIOA Title II, Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to:

Wendy Jackson - Coordinator
530-993-1660 ext 180
wjackson@spjusd.org

WIOA Title III, Wagner-Peyser Programs

Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.

EDD - Marysville, CA
WSBMarysvilleFieldOffice@edd.ca.gov

530-599-3040
WIOA Title IV Vocational Rehabilitation Programs
Tim Savee - Counselor
(530) 541-3226
tim.savee@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information would be referred to AARP, Employment & Training Coordinator for Northern CA:
Melissa Frohrip, Project Director
530-768-5252
Mfrohrip@aarp.org
Trade Adjustment Assistance (TAA) Programs
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to:
EDD - Marysville, CA
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services Assistant:
Andrew Macy DVOP
530-599-3023
andrew.macy@edd.ca.gov
or alternate
EDD - Marysville, CA
WSBMarysvilleFieldOffice@edd.ca.gov
530-599-3040
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
305 South Lincoln Street, Sierraville, CA 96126
530-994-3349
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
Sierra Social Services
Lori McGee
Integrated Caseworker Supervisor

530-993-6725 or 530 993-6720											
lmcgee@sierracounty.ca.gov											

I - Siskiyou County											
	WIOA Title I, Adult/DW/Youth - SMART Workforce Center	WIOA Title I Native American Programs (Section 166) California Indian Manpower	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Siskiyou County Health and Human Service Agency
Services											
Basic Career Services											
Program eligibility	X		X		X	X	X	X	X	X	X
Outreach and intake and orientation to services	X		X		X	X	X	X	X	X	X
Initial assessment of skill levels	X		X		X		X		X		X
Job search and placement assistance	X		X		X	X	X		X		X
Labor Market employment statistics	X				X	X		X	X		X
Supportive services information	X		X		X	X	X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X				X	X		X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X				X	X		X	X		X
Training vendor information	X		X		X						X
Performance measure information	X		X								X
Referrals to other programs and services	X		X		X		X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X		X			X	X				X
Individual Employment Plan	X		X		X	X	X		X		X
Group counseling	X		X		X				X		X
Individual counseling	X		X		X	X	X	X	X		X
Career Planning	X		X		X	X	X		X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X		X		X	X			X		X

Internships and work experience linked to careers	X		X				X				X
Workforce preparation activities	X		X		X	X	X		X		X
Financial literacy services	X										X
Out-of-Area job search assistance and relocation assistance	X					X					
English language acquisition and integrated education and training programs	X		X								X
Follow-up Services											
Counseling regarding the workplace	X		X			X	X				X
Referral to community resources necessary to retain employment	X		X		X	X					X
Provision of supportive services	X		X			X					X
Career development/further education planning	X					X					X
Assistance securing a better paying job	X				X						X
Training Services											
Occupation Skills Training (Classroom based)	X		X			X		X	X		
On-the-Job Training (OJT)	X		X			X			X		X
Incumbent Worker Training	X						X				
Programs that provide workplace training with related instruction	X						X		X		X
Training programs operated by the private sector	X					X		X	X		
Skill upgrading and retraining	X		X			X	X				X
Entrepreneurial Training	X					X					X
Transitional Jobs	X										
Job readiness training	X		X			X	X		X		X
Adult education and literacy activities	X					X	X		X		X
High School diploma/GED services	X					X	X				X
Employer customized training	X										X
Business Services											
Labor market information	X				X	X					X
Wage & Benefit information	X				X						X
Local labor pool information	X				X						X
Job/Career Fairs	X		X		X						X
Internet talent search and job postings	X				X						X

Employee recruitment and/or screening assistance	X				X	X					X
Financial assistance for employee training	X					X					X
Employee assessment/testing services	X					X					X
Tax credit information	X				X	X					X
Employer workshops and seminars	X					X					
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X					X					X
Rapid Response/Layoff Aversion services	X				X						
Job description assistance	X				X						X
Referral assistance to partnering agency	X				X	X					X

Referral Process

The referral process for partners is to mutually refer clients to programs that best benefit the needs of the client. This will be done in a prompt, courteous, and professional manner by all participating staff. The referral process allows for client contact and referral by a variety of methods, including client initiated, self-directed referrals, internet based referral, hard copy, telephone and in-person referral.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by the SMART Workforce Center will be directed to:

Audali Avila, Community Workforce Specialist
800 College Ave, Weed CA 96094
530-657-0139
aaudali@thesmartcenter.biz

WIOA Title I, Native American Programs (Section 166)

The local CIMC office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Lorenda T. Sanchez
Field Office Supervisor
738 North Market Blvd.
Sacramento, CA 95834
916-920-0285
lorendas@cimcinc.com

Northern California Indian Development Council (NCIDC)
501 Main Street, Yreka, CA 96097
530-842-6157
Joyce Jones
joyce@ncidc.org

WIOA Title I, Migrant and Seasonal Programs (Section 167)

Customers with questions about farmworker programs and services would be referred to:

California Human Development (CHD) Workforce Development & Farmworker Services -
Valeria Garnica, Senior Case
1325 Pine Street, Redding CA 96001
916-371-8220 x:1072
valeria.garnica@cahumandevelopment.org
WIOA Title II Adult Education and Literacy Programs
Customers with questions about adult education and/or literacy programs would be referred to:
Dunsmuir Adult School
Shannon Eller, Director of Adult Education
Office 530.842.8446
Shannon Eller <seller@siskiyoucoe.net>
WIOA Title III, Wagner-Peyser Programs
Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements for services, would be referred to:
Sara Kallstrom, Service Coordinator
500 North Main Street, Yreka CA 96097
530-842-1042
Sara.Kallstrom@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information from AARP would be referred to, Employment & Training Coordinator for
AARP Foundation SCSEP
2400 Washington Ave Suite 231, Redding, CA 96001
855-850-2525
https://www.aarp.org/aarp-foundation/our-work/income/scsep/

Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
800 College Ave, Weed CA 96094
530-657-0139
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs program would be referred to:
Health and Human Services Agency, Employment and Temporary Assistance Services
818 S. Main Street, Yreka CA
530-841-2700

Trade Adjustment Assistance (TAA) - EDD										
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest										
Redding EDD Office 530-225-2185 ext. 3 Workforce Services										
WSBReddingFieldOffice@edd.ca.gov										
Vetrans Programs (EDD)										
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services										
Redding EDD Office 530-225-2185 ext. 6 Veteran Services										
WSBReddingFieldOffice@edd.ca.gov										

I - Siskiyou County											
	WIOA Title I, Adult/DW/Youth - SMART Workforce Center	WIOA Title I Native American Programs (Section 166) California Indian Manpower	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II Adult Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Vocation Rehab	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs - Siskiyou County Health and Human Service Agency
Services											
Basic Career Services											
Program eligibility	X		X		X	X	X	X	X	X	X
Outreach and intake and orientation to services	X		X		X	X	X	X	X	X	X
Initial assessment of skill levels	X		X		X		X		X		X
Job search and placement assistance	X		X		X	X	X		X		X
Labor Market employment statistics	X				X	X		X	X		X
Supportive services information	X		X		X	X	X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X				X	X		X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X				X	X		X	X		X
Training vendor information	X		X		X						X
Performance measure information	X		X								X
Referrals to other programs and services	X		X		X		X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X		X			X	X				X
Individual Employment Plan	X		X		X	X	X		X		X
Group counseling	X		X		X				X		X
Individual counseling	X		X		X	X	X	X	X		X
Career Planning	X		X		X	X	X		X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X		X		X	X			X		X

Internships and work experience linked to careers	X		X				X				X
Workforce preparation activities	X		X		X	X	X		X		X
Financial literacy services	X										X
Out-of-Area job search assistance and relocation assistance	X					X					
English language acquisition and integrated education and training programs	X		X								X
Follow-up Services											
Counseling regarding the workplace	X		X			X	X				X
Referral to community resources necessary to retain employment	X		X		X	X					X
Provision of supportive services	X		X			X					X
Career development/further education planning	X					X					X
Assistance securing a better paying job	X				X						X
Training Services											
Occupation Skills Training (Classroom based)	X		X			X		X	X		
On-the-Job Training (OJT)	X		X			X			X		X
Incumbent Worker Training	X						X				
Programs that provide workplace training with related instruction	X						X		X		X
Training programs operated by the private sector	X					X		X	X		
Skill upgrading and retraining	X		X			X	X				X
Entrepreneurial Training	X					X					X
Transitional Jobs	X										X
Job readiness training	X		X			X	X		X		X
Adult education and literacy activities	X					X	X		X		X
High School diploma/GED services	X					X	X				X
Employer customized training	X										X
Business Services											
Labor market information	X				X	X					X
Wage & Benefit information	X				X						X
Local labor pool information	X				X						X
Job/Career Fairs	X		X		X						X
Internet talent search and job postings	X				X						X

Employee recruitment and/or screening assistance	X				X	X					X
Financial assistance for employee training	X					X					X
Employee assessment/testing services	X					X					X
Tax credit information	X				X	X					X
Employer workshops and seminars	X					X					
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X					X					X
Rapid Response/Layoff Aversion services	X				X						
Job description assistance	X				X						X
Referral assistance to partnering agency	X				X	X					X

Referral Process

The referral process for partners is to mutually refer clients to programs that best benefit the needs of the client. This will be done in a prompt, courteous, and professional manner by all participating staff. The referral process allows for client contact and referral by a variety of methods, including client initiated, self-directed referrals, internet based referral, hard copy, telephone and in-person referral.

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by the SMART Workforce Center will be directed to:

Erika Alvarez, Community Workforce Specialist
1810 Fort Jones Rd, Suite B, Yreka CA 96097
530-657-0139
aerika@thesmartcenter.biz

WIOA Title I, Native American Programs (Section 166)

The local office has asked that all referrals are made through the Sacramento office.

California Indian Manpower Consortium, Inc.
Lorenda T. Sanchez
738 North Market Blvd.
Sacramento, CA 95834
916-920-0285
lorendas@cimcinc.com

Northern California Indian Development Council (NCIDC)
501 Main Street, Yreka, CA 96097
530-842-6157
Joyce Jones
joyce@ncidc.org

WIOA Title I, Migrant and Seasonal Programs (Section 167)

Customers with questions about farmworker programs and services would be referred to:
California Human Development (CHD) Workforce Development & Farmworker Services -

Valeria Garnica, Senior Case
1325 Pine Street, Redding CA 96001
916-371-8220 x:1072
valeria.garnica@cahumandevelopment.org
WIOA Title II Adult Education and Literacy Programs
Customers with questions about adult education and/or literacy programs would be referred to:
Dunsmuir Adult School
Shannon Eller, Director of Adult Education
Office 530.842.8446
Shannon Eller <seller@siskiyoucoe.net>
WIOA Title III, Wagner-Peyser Programs
Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab, or might fit eligibility requirements for services, would be referred to:
Sara Kallstrom, Service Coordinator
500 North Main Street, Yreka CA 96097
530-842-1042
Sara.Kallstrom@dor.ca.gov
Title V, Older Americans Act Programs
Customers that are requesting information from AARP would be referred to, Employment & Training Coordinator for
AARP Foundation SCSEP
2400 Washington Ave Suite 231, Redding, CA 96001
855-850-2525
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
1810 Fort Jones Rd, Suite B, Yreka CA 96097
530-657-0139
Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs program would be referred to:
Health and Human Services Agency, Employment and Temporary Assistance Services
818 S. Main Street, Yreka CA
530-841-2700
Trade Adjustment Assistance (TAA) - EDD
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest

Redding EDD Office 530-225-2185 ext. 3 Workforce Services											
WSBReddingFieldOffice@edd.ca.gov											
Vetrans Programs (EDD)											
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services											
Redding EDD Office 530-225-2185 ext. 6 Veteran Services											
WSBReddingFieldOffice@edd.ca.gov											

J - Tehama County

	Adult/DW/Youth - Job Training Center of Tehama	American Programs (Section 166)	Seasonal Farmworker Programs (Section 167)	Education and Literacy Programs	WIOA Title III, Wagner-Peyser Programs - EDD	WIOA Title IV, Vocational Rehabilitation Programs - California Department of	Title V Older Americans Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Needy Families (TANF)/CalWORKs - Tehama County Department of Social
Services											
Basic Career Services											
Program eligibility	X		x	X	x	X		X	X	x	X
Outreach and intake and orientation to services	X		x	X	X	X		X	X	x	X
Initial assessment of skill levels	X		x	X	X	X		x	X		X
Job search and placement assistance	X		x		X	X			X		X
Labor Market employment statistics	X		x		x	X		X	X		X
Supportive services information	X		x		x	X		X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X		x		X	X		X	X	X	
education programs	X		x		X	X		X	X		
Training vendor information	X		x	x	X	X			X		
Performance measure information	X		x	x		X			X		
Referrals to other programs and services	X		x	X	X	X			X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X		x			X			X		X
Individual Employment Plan	X		x			X			X		X
Group counseling	X					X			X		X
Individual counseling	X		x			X		X	X		X
Career Planning	X		x			X			X		X
skills, punctuality)	X					X			X		X
Internships and work experience linked to careers	X					X			X		X
Workforce preparation activities	X					X			X		X
Financial literacy services	X										X
Out-of-Area job search assistance and relocation assistance	X					X					X
training programs				X							X
Follow-up Services											
Counseling regarding the workplace	X		x			X					X
Referral to community resources necessary to retain employment	X		x	X		X			X		X
Provision of supportive services	X		x			X					X
Career development/further education planning	X		x			X					X
Assistance securing a better paying job	X					X					X
Training Services											
Occupation Skills Training (Classroom based)	X		x			X		X	X		X
On-the-Job Training (OJT)	X					X			X		
Incumbent Worker Training	X					X					
Programs that provide workplace training with related instruction	X					X			X		X
Training programs operated by the private sector	X					X		X	X		X
Skill upgrading and retraining	X		x			X					X
Entrepreneurial Training						X					
Transitional Jobs	X					X					X
Job readiness training	X					X			X		X
Adult education and literacy activities				X		X			X		
High School diploma/GED services	X			X		X					
Employer customized training	X										
Business Services											
Labor market information	X										
Wage & Benefit information	X										
Local labor pool information	X										
Job/Career Fairs	X										x
Internet talent search and job postings	X										
Employee recruitment and/or screening assistance	X										
Financial assistance for employee training	X										

Employee assessment/testing services	X										
Tax credit information	X				X						X
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X				X						
Job description assistance	X										
Referral assistance to partnering agency	X			X	X	X					X

Referral Process

and professional manner by all participating staff. The referral process allows for client contact and referral by a variety of methods, including client initiated,

WIOA Title I, Adult, Dislocated Worker and Youth Programs

Customers interested in obtaining more information regarding services provided by Job Training Center of Tehama County, would be referred to:

Connie Ocampo
718 Main Street, Red Bluff, CA 96080
530-529-7000, ext. 116
cocampo@jobtrainingcenter.org

WIOA Title I Native American Programs (Section 166)

Sacramento office.
California Indian Manpower Consortium, Inc.
Linda LaFountain
Field Office Supervisor
738 North Market Blvd.
Sacramento, CA 95834

WIOA Title II, Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to:

Corning Union High School - Corning Adult School
Maria Tena - Administrative Assistant
250 East Fig Lane, Corning, CA 96021
530-824-7414
mtena@corninghs.org

Tehama County Department of Education
Tehama eLearning Academy (TeLA)
Lisa Lynch - Administrative Assistant
724 Main Street, Red Bluff, CA 96080
530-527-7055
llynch@telacademy.org

WIOA Title III, Wagner-Peyser Programs

Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.

Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov

WIOA Title IV, Vocational Rehabilitation Programs

Customers asking about services available through California Department of Rehab, or might fit eligibility requirements for services, would be referred to:

Bonita Glavaris, Staff Service Manager
705 Pine Street, Red Bluff, CA 96080
530-529-4270
bonita.glavaris@dor.ca.gov

Unemployment Insurance Program (EDD)

Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.

718 Main Street, Red Bluff, CA 96080
530-529-7000

Temporary Assistance for Needy Families (TANF)/CalWORKs
Customers interested in programs and/or services provided by the CalWORKs department would be referred to:
Liz Vellutini, Program Manager
310 S. Main Street, Red Bluff, CA 96080
503-528-4158
lvellutini@tcdss.org
Trade Adjustment Assistance (TAA)
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest EDD office to speak to:
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Vetrans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services Assistant:
Redding EDD Office 530-225-2185 ext. 6 Veteran Services
WSBReddingFieldOffice@edd.ca.gov

WIOA Title I, Migrant and Seasonal Programs (Section 167)
Customers with questions about farmworker programs and services would be referred to:
California Human Development (CHD) Workforce Development & Farmworker Services -
Valeria Garnica, Senior Case
1325 Pine Street, Redding CA 96001
916-371-8220 x:1072
valeria.garnica@cahumandevelopment.org

K - Trinty County

	WIOA Title I, Adult/DW/Youth - SMART Workforce Center	WIOA Title I Native American Programs (Section 166)	WIOA Title I Migrant and Seasonal Farmworker Programs (Section 167)	WIOA Title II, Adult Education and Literacy Programs	WIOA Title III Wagner-Peyser Programs	WIOA Title IV Vocational Rehabilitation Programs	Title V, Older Americans Act Programs - AARP	Trade Adjustment Assistance (TAA) - EDD	Veterans Programs - EDD	Unemployment Insurance - EDD	Temporary Assistance for Needy Families (TANF)/CalWORKs -Department of Health & Human Services
Services											
Basic Career Services											
Program eligibility	X				X		X	X	X	X	X
Outreach and intake and orientation to services	X				X		X	X	X	X	X
Initial assessment of skill levels	X				X		X		X		X
Job search and placement assistance	X				X		X		X		X
Labor Market employment statistics	X				X			X	X		X
Supportive services information	X				X		X	X	X		X
Unemployment Insurance Claim Filing Assistance and Information	X				X			X	X	X	
Eligibility for programs of financial aid assistance for training and education programs	X			X	X			X	X		X
Training vendor information	X				X						
Performance measure information	X						X				
Referrals to other programs and services	X			X	X		X		X		X
Individualized Career Services											
Comprehensive assessment of skill levels and service needs	X						X				X
Individual Employment Plan	X				X		X		X		X
Group counseling	X				X		X		X		X
Individual counseling	X			X	X		X	X	X		X
Career Planning	X			X	X				X		X
Short-term prevocational services (i.e. communication, interview skills, punctuality)	X				X		X		X		X
Internships and work experience linked to careers	X						X				X

Workforce preparation activities	X				X		X		X		X
Financial literacy services	X										X
Out-of-Area job search assistance and relocation assistance	X										X
English language acquisition and integrated education and training programs	X			X							
Follow-up Services											
Counseling regarding the workplace	X						X				X
Referral to community resources necessary to retain employment	X				X		X				X
Provision of supportive services	X										
Career development/further education planning	X										
Assistance securing a better paying job	X				X						X
Training Services											
Occupation Skills Training (Classroom based)	X			X				X	X		
On-the-Job Training (OJT)	X						X		X		X
Incumbent Worker Training	X										
Programs that provide workplace training with related instruction	X			X					X		X
Training programs operated by the private sector	X						X	X	X		
Skill upgrading and retraining	X			X							X
Entrepreneurial Training	X										X
Transitional Jobs	X										
Job readiness training	X			X			X		X		X
Adult education and literacy activities	X			X					X		
High School diploma/GED services	X										
Employer customized training	X										
Business Services											
Labor market information	X				X						
Wage & Benefit information	X				X						
Local labor pool information	X				X						
Job/Career Fairs	X				X		X				
Internet talent search and job postings	X				X						
Employee recruitment and/or screening assistance	X				X						X
Financial assistance for employee training	X										

Employee assessment/testing services	X										
Tax credit information	X				X						
Employer workshops and seminars	X				X						
Outplacement assistance	X										
Small Business Admin. information	X										
Human Resource information	X										
Rapid Response/Layoff Aversion services	X				X						
Job description assistance	X				X						
Referal assistance to partnering agency	X			X	X		X				X

Referal Process

Referrals to partner agencies will be made through phone calls, instant messaging systems, or on-site introductions.

WIOA Title I Adult, Dislocated Worker, and Youth Programs

The Smart Workforce Center
Heidi Miller
Community Workforce Specialist
30 Arbuckle Ct, Weaverville, CA 96093
Office 530-623-5538
mheidi@thesmartcenter.biz

WIOA Title I, Native American Programs (Section 166)

The local CIMC office has asked that all referrals are made through the Sacramento office:

California Indian Manpower Consortrium, Inc.
Lorenda T. Sanchez
738 North Market Blvd.
Sacramento, CA 95834
916-920-0285

(Trinity County is served by the Yreka office) Northern California Indian Development Council (NCIDC)
501 Main Street, Yreka, CA 96097
530-842-6157
Joyce Jones
joyce@ncidc.org

WIOA Title II, Adult Education and Literacy Programs

Customers with questions about adult education and/or literacy programs would be referred to:

Shasta College
Adult Education & Extended Ed.
Molly Stimpel
30 Arbuckle Ct., Weaverville, CA 96093
Office 530-223-2231
trinity@shastacollege.edu

Trinity County Office of Education
Fabio Robles

201 Memorial Dr., P.O. Box 1256, Weaverville, CA 96093
Office 530-623-2861
frobles@tcoek12.org
WIOA Title III, Wagner-Peyser Programs
Customers with questions about Wagner-Peyser programs in our area would be referred to the California Employment Development Department.
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Title V, Older Americans Act
Customers that are requesting information from AARP would be referred to, Employment & Training Coordinator for
AARP Foundation SCSEP
2400 Washington Ave, Suite 231, Redding, CA 96001
855-850-2525
Unemployment Insurance Program (EDD)
Customers with questions regarding EDD's Unemployment Insurance Program are first directed to call the appropriate telephone number based on their preferred language, or by clicking on AskEDD when visiting www.edd.ca.gov. Customers visiting an AJCC, can receive limited in-person guidance and if found that in-office staff are unable to provide meaningful assistance (in-person attempts to assist have been exhausted or if the customer is considered irate or disruptive), they can be directed to the UI Direct phone line, allowing them to speak directly with a UI Single Point of Contact.
30 Arbuckle Ct, Weaverville, CA 96093
530-623-5538
Trinity County TANF/Trinity County Health & Human Services
Jesse Ferguson
51 Industrial Parkway, Weaverville, CA 96093
530-623-1306
WIOA Title IV, Vocational Rehabilitation Programs
Customers asking about services available through California Department of Rehab would be referred to:
Larry Nguyen
Office Technician
Office 530-224-4728
larry.nguyen@dor.ca.gov
Trade Adjustment Assitance (TAA)
Customers looking to find out more information regarding Trade Adjustment Assistance would be referred to the nearest
Redding EDD Office 530-225-2185 ext. 3 Workforce Services
WSBReddingFieldOffice@edd.ca.gov
Veterans Programs (EDD)
Veterans looking to get more information regarding services and/or programs would be referred to the Veterans Services
Redding EDD Office 530-225-2185 ext. 6 Veteran Services
WSBReddingFieldOffice@edd.ca.gov

Exhibit A 2025/2028

Consolidated Infrastructure Budget

Cost Category/Line Item	Line Item Cost Detail	Total Cost	WIOA Title I: AFWD	WIOA Title I: SMART	WIOA Title I: JTC	TANF - Butte	TANF - Del Norte	TANF - Nevada
Rent								
Rental of Facilities		$ 1,327,373.75	$ 172,300.00	$ 193,900.00	$ 29,803.75	$ 830,248.00	$ 5,500.00	$ 95,622.00
Rental Costs Subtotal:		$ 1,327,373.75	$ 172,300.00	$ 193,900.00	$ 29,803.75	$ 830,248.00	$ 5,500.00	$ 95,622.00
Utilities and Maintenance								
Electric		$ 320,763.86	$ 21,240.00	$ 38,275.00	$ 10,178.53	$ 251,070.33	$ -	$ -
Gas		$ 39,207.39	$ 7,323.00	$ 16,285.00	$ -	$ 15,599.39	$ -	$ -
Water		$ 6,988.54	$ -	$ 1,200.00	$ 631.26	$ 5,157.28	$ -	$ -
Sewer Connections		$ 350.00	$ -	$ 350.00	$ -	$ -	$ -	$ -
Internet		$ 27,265.00	$ 15,650.00	$ 2,615.00	$ 9,000.00	$ -	$ -	$ -
Telephones (landlines)		$ 20,060.00	$ 15,320.00	$ 4,740.00	$ -	$ -	$ -	$ -
Facility Maintenance Contract		$ 33,200.00	$ 29,200.00	$ -	$ 4,000.00	$ -	$ -	$ -
Janitorial/Supplies/Garbage/Pest Control		$ 71,000.00	$ 33,100.00	$ 25,900.00	$ 12,000.00	$ -	$ -	$ -
Insurance		$ 65,327.00	$ 19,793.00	$ 32,980.00	$ 12,554.00	$ -	$ -	$ -
Alarm/Fire/Burglar Monitoring		$ 3,329.00	$ 2,129.00	$ 1,200.00	$ -	$ -	$ -	$ -
Utilities and Maintenance Costs Subtotal:		$ 587,490.79	$ 143,755.00	$ 123,545.00	$ 48,363.79	$ 271,827.00	$ -	$ -
Equipment								
Assessment-related products		$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ -
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 5,948.00	$ 3,300.00	$ 2,500.00	$ 148.00	$ -	$ -	$ -
Copiers		$ 52,075.00	$ 29,600.00	$ 18,175.00	$ 4,300.00	$ -	$ -	$ -
Fax Machines		$ 965.00	$ 965.00	$ -	$ -	$ -	$ -	$ -
Computers		$ 64,900.00	$ 35,200.00	$ 22,500.00	$ 7,200.00	$ -	$ -	$ -
Other tangible equipment used to serve all center customers (not specific to an individual program partner)	Printers, technical support, computer maintenance and telephone system, supplies, work stations, client headsets	$ 26,336.00	$ 10,500.00	$ 6,000.00	$ 9,836.00	$ -	$ -	$ -
Alarm/Fire/Burglar System		$ 390.00	$ -	$ 390.00	$ -	$ -	$ -	$ -
Phone System		$ 2,880.00	$ -	$ 2,880.00	$ -	$ -	$ -	$ -
Equipment Costs Subtotal:		$ 154,744.00	$ 79,565.00	$ 53,695.00	$ 21,484.00	$ -	$ -	$ -
Technology to Facilitate Access to the AJCC								
Technology used for the center's planning and outreach activities	Career Center computer and sign in computer systems upkeep and maintenance for visitor check in.	$ 59,100.00	$ 36,600.00	$ 22,500.00	$ -	$ -	$ -	$ -
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.afwd.org; www.jobtrainingcenter.org; www.thesmartcenter.biz (Does not include data systems or case management systems specific to individual program partners.)		$ 16,400.00	$ 12,000.00	$ 2,200.00	$ 2,200.00	$ -	$ -	$ -
Technology to Facilitate Access Costs Subtotal:		$ 75,500.00	$ 48,600.00	$ 24,700.00	$ 2,200.00	$ -	$ -	$ -
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS								
Cost Category		**Total Cost**	**Total Cost**	**Total Cost**	**Total Cost**	**Total Cost**	**Total Cost**	**Total Cost**
Subtotal: Rental Costs		$ 1,327,373.75	$ 172,300.00	$ 193,900.00	$ 29,803.75	$ 830,248.00	$ 5,500.00	$ 95,622.00
Subtotal: Utilities and Maintenance Costs		$ 587,490.79	$ 143,755.00	$ 123,545.00	$ 48,363.79	$ 271,827.00	$ -	$ -
Subtotal: Equipment Costs		$ 154,744.00	$ 79,565.00	$ 53,695.00	$ 21,484.00	$ -	$ -	$ -
Subtotal: Technology to Facilitate Access Costs		$ 75,500.00	$ 48,600.00	$ 24,700.00	$ 2,200.00	$ -	$ -	$ -
TOTAL CONSOLIDATED INFRASTRUCTURE COSTS FOR THE AJCC/Network:		$ 2,145,108.54	$ 444,220.00	$ 395,840.00	$ 101,851.54	$ 1,102,075.00	$ 5,500.00	$ 95,622.00

Exhibit B 2025/2028

Consolidated Proportionate Share of Infrastructure Costs			
Colocated Partner/s	**Shared Total Infrastructure Costs**	**Cost Allocation Methodology**	**Allocated Share**
Partner: ***WIOA Title I - Adult, DW & Youth***	$2,145,108.54	SQ FT	$941,911.54
Partner: ***TANF/CalWORKs***	$2,145,108.54	SQ FT	$1,203,197.00

Exhibit C 2025/2028

Summary of Career Services								
Summary of Career Services Applicable to each One-Stop Delivery System Partner (Phase I MOU)								
Basic Career Services	**T-I Adult**	**T-I DW**	**T-I Youth**	**Native Am**	**MSF**	**T-II AEL**	**T-IV VR**	**TANF**
Program Eligibility	X	X	X	X	X	X	X	X
Outreach, Intake, Orient	X	X	X	X	X	X	X	X
Initial Assessment	X	X	X	X	X	X	X	X
Labor Exch/Job Search	X	X	X	X		X	X	X
Referrals to Partners	X	X	X	X	X	X	X	X
LMI	X	X	X	X	X	X	X	X
Performance/Cost Info	X	X	X	X			X	X
Support Service Info	X	X	X	X	X	X	X	X
UI Info/Assistance	X	X	X	X			X	
Financial Aid Info	X	X	X	X	X	X	X	X
Individual Career Services	**T-I Adult**	**T-I DW**	**T-I Youth**	**Native Am**	**MSF**	**T-II AEL**	**T-IV VR**	**TANF**
Comp Assessment	X	X	X	X	X	X	X	X
IEP	X	X	X	X			X	X
Career Plan/Counsel	X	X	X	X	X	X	X	X
Short-Term Prevoc.	X	X	X	X	X	X	X	X
Internships/Work Experience	X	X	X	X	X		X	X
Out-of-Area Job Search	X	X	X	X			X	
Financial Literacy	X	X	X	X		X		X
IET/ELA			X		X			X
Workforce Preparation	X	X	X	X		X		X

Exhibit D 2025/2028

| Other System Costs: Basic Career Services and Individual Career Services Budget | | |

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget		
Oroville Employment Center 78 Table Mtn. Oroville, CA - TANF/CalWORKs		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 830,248.00
	Rental Costs Subtotal:	$ 830,248.00
Utilities and Maintenance		
Electric		$ 251,070.33
Gas		$ 15,599.39
Water		$ 5,157.28
Sewer Connections		
Internet		
Telephones (landlines)		
Facility Maintenance Contract		
	Utilities and Maintenance Costs Subtotal:	$ 271,827.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		
Copiers		
Fax Machines		
Computers		
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment		
Alarm/Fire/Burglar System		
Phone System		
	Equipment Costs Subtotal:	$ -
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: _____ (Does not include data systems or case management systems specific to individual program partners.)		
	Technology to Facilitate Access Costs Subtotal:	$ -
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 830,248.00
Subtotal: Utilities and Maintenance Costs		$ 271,827.00
Subtotal: Equipment Costs		$ -
Subtotal: Technology to Facilitate Access Costs		$ -
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 1,102,075.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are non personnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget		
Chico Employment Center 500 Cohasset Rd., Ste. 30, Chico CA 95926 - Alliance for Workforce Development, Inc.		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 78,000
	Rental Costs Subtotal:	$ 78,000
Utilities and Maintenance		
Electric		$ 15,000
Gas		
Water		
Sewer Connections		
Internet		$ 2,800
Telephones (landlines)	Teams and Verizon replaced landlines	$ 7,100
Facility Maintenance Contract		$ 10,000
Janitorial/Supplies/Garbage/Pest Control		$ 18,000
Insurance		$ 3,135
Alarm/Fire/Burglar Monitoring		$ 700
	Utilities and Maintenance Costs Subtotal:	$ 56,735.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 500.00
Copiers	Annual lease and maintenance	$ 7,500.00
Fax Machines		
Computers		$ 19,000.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desks, office chairs, monitors, keyboard and mice, desktop printers or all in-one-devices etc.	$ 2,500.00
Alarm/Fire/Burglar System		
Phone System		
	Equipment Costs Subtotal:	$ 29,500.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 15,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: ___www.afwd.org_____ (Does not include data systems or case management systems specific to individual program partners.)		$ 1,500.00
	Technology to Facilitate Access Costs Subtotal:	$ 16,500.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 78,000.00
Subtotal: Utilities and Maintenance Costs		$ 56,735.00
Subtotal: Equipment Costs		$ 29,500.00
Subtotal: Technology to Facilitate Access Costs		$ 16,500.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 180,735.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget		
Oroville Employment Center 78 Table Mtn. Oroville, CA - Alliance for Workforce Development, Inc.		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 17,000.00
	Rental Costs Subtotal:	$ 17,000.00
Utilities and Maintenance		
Electric		
Gas		
Water		
Sewer Connections		
Internet		$ 5,000.00
Telephones (landlines)	Teams and Verizon replaced landlines	$ 1,000.00
Facility Maintenance Contract		$ 1,900.00
Janitorial/Supplies/Garbage/Pest Control		
Insurance		$ 4,135.00
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ 12,035.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 500.00
Copiers	Annual lease and maintenance	$ 3,800.00
Fax Machines		
Computers		$ 3,600.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desks, office chairs, monitors, keyboard and mice, desktop printers or all in-one-devices etc.	$ 2,000.00
Alarm/Fire/Burglar System		
Phone System		
	Equipment Costs Subtotal:	$ 9,900.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 6,600.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: _____ (Does not include data systems or case management systems specific to individual program partners.)		$ 1,500.00
	Technology to Facilitate Access Costs Subtotal:	$ 8,100.00

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	$ 17,000.00
Subtotal: Utilities and Maintenance Costs	$ 12,035.00
Subtotal: Equipment Costs	$ 9,900.00
Subtotal: Technology to Facilitate Access Costs	$ 8,100.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	$ 47,035.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
SMART Workforce Center 875 5th Street, Crescent City, CA 95531 - STEP		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities	Space Approx. 3,100 square feet	$ 28,900.00
	Rental Costs Subtotal:	$ 28,900.00
Utilities and Maintenance		
Electric	Electricity Costs	$ 11,000.00
Gas	N/A	$ -
Water	Water Costs	$ 1,200.00
Sewer Connections	Sewer Costs	$ 350.00
Internet	Internet Connectivity Costs	$ 350.00
Telephones (landlines)	Telephone Costs	$ 630.00
Facility Maintenance Contract		$ -
Janitorial/Supplies/Garbage/Pest Control	Maintenance/Janitorial Costs	$ 6,300.00
Insurance		$ 4,500.00
Alarm/Fire/Burglar Monitoring		$ 1,200.00
	Utilities and Maintenance Costs Subtotal:	$ 25,530.00
Equipment		
Assessment-related products	Assessment materials for clients	$ 250.00
Assistive technology for individuals with disabilities *(Access and Accommodation)*	Equipment is available to clients with disabilities, phones are compatible	$ 500.00
Copiers	Copier costs	$ 2,100.00
Fax Machines	Fax Machine Costs	$ -
Computers, Monitors, Sonic Wall & Sound Bar, and Server	Initial Technology Purchases	$ 3,000.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Printers, technical support, computer maintenance supplies, work stations, client headsets	$ 1,500.00
Alarm/Fire/Burglar System		$ 390.00
Phone System	Replacement Phones for Job Center	$ 360.00
	Equipment Costs Subtotal:	$ 8,100.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	Client Self Service Software, translation services, 711 Relay	$ 3,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address:www.thesmartcenter.biz (Does not include data systems or case management systems specific to individual program partners.)	SMART website hosted through One Each Technologies - includes program information, electronic partner referral portal, digital workshop sign-ups and more www.thesmartcenter.biz	$ 300.00
	Technology to Facilitate Access Costs Subtotal:	$ 3,300.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 28,900.00
Subtotal: Utilities and Maintenance Costs		$ 25,530.00
Subtotal: Equipment Costs		$ 8,100.00
Subtotal: Technology to Facilitate Access Costs		$ 3,300.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 65,830.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget		
SMART Workforce Center 875 5th Street, Crescent City, CA 95531 - Del Norte County Health and Human Services		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities	Space Approx. 3,100 square feet	$ 5,500.00
	Rental Costs Subtotal:	$ 5,500.00
Utilities and Maintenance		
Electric	Electricity Costs	
Gas	N/A	
Water	Water Costs	
Sewer Connections	Sewer Costs	
Internet	Internet Connectivity Costs	
Telephones (landlines)	Telephone Costs	
Facility Maintenance Contract	Maintenance/Janitorial Costs	
Janitorial/Supplies/Garbage/Pest Control		
Insurance		
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ -
Equipment		
Assessment-related products	Assessment materials for clients	
Assistive technology for individuals with disabilities *(Access and Accommodation)*	Equipment is available to clients with disabilities, phones are compatible	
Copiers	Copier costs	
Fax Machines	Fax Machine Costs	
Computers, Monitors, Sonic Wall & Sound Bar, and Server	Initial Technology Purchases	
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Printers, technical support, computer maintenance and telephone system, supplies, work stations, client headsets and paging system	
Alarm/Fire/Burglar System		
Phone System		
	Equipment Costs Subtotal:	$ -
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		

Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address:www.dnworkforcecenter.org (Does not include data systems or case management systems specific to individual program partners.)		
Technology to Facilitate Access Costs Subtotal:		$ -
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 5,500.00
Subtotal: Utilities and Maintenance Costs		$ -
Subtotal: Equipment Costs		$ -
Subtotal: Technology to Facilitate Access Costs		$ -
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 5,500.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
Business and Career Network - 1626 Main Street Susanville, CA 96130 - Alliance for Workforce Development, Inc.		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 22,000.00
	Rental Costs Subtotal:	
Utilities and Maintenance		
Electric		$ 3,000.00
Gas		$ 3,100.00
Water		
Sewer Connections		
Internet		$ 4,600.00
Telephones (landlines)	Teams and Verizon replaced landlines	$ 2,400.00
Facility Maintenance Contract		$ 1,500.00
Janitorial/Supplies/Garbage/Pest Control		$ 8,800.00
Insurance		$ 2,535.00
Alarm/Fire/Burglar Monitoring		$ 800.00
	Utilities and Maintenance Costs Subtotal:	$ 26,735.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 500.00
Copiers	Annual lease and maintenance	$ 5,100.00
Fax Machines	Annual costs	$ 100.00
Computers		$ 3,600.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desks, office chairs, monitors, keyboard and mice, desktop printers or all in-one-devices etc.	$ 1,500.00
Alarm/Fire/Burglar System		
Phone System		
	Equipment Costs Subtotal:	
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 5,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.afwd.org (Does not include data systems or case management systems specific to individual program partners.)		$ 1,500.00
	Technology to Facilitate Access Costs Subtotal:	$ 6,500.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ -
Subtotal: Utilities and Maintenance Costs		$ 26,735.00
Subtotal: Equipment Costs		$ -
Subtotal: Technology to Facilitate Access Costs		$ 6,500.00
	TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	$ 33,235.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
Business and Career Network 701 North Main St., Ste. #1, Alturas, CA 96101 - Alliance for Workforce Development, Inc.		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 6,300.00
	Rental Costs Subtotal:	$ 6,300.00
Utilities and Maintenance		
Electric		
Gas		
Water		
Sewer Connections		
Internet		
Telephones (landlines)	Teams and Verizon replaced Landlines	$ 900.00
Facility Maintenance Contract		
Janitorial/Supplies/Garbage/Pest Control		
Insurance		$ 2,035.00
Alarm/Fire/Burglar Monitoring		$ 270.00
	Utilities and Maintenance Costs Subtotal:	$ 3,205.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 500.00
Copiers	Annual lease and maintenance	$ 6,200.00
Fax Machines	Annual costs	$ 400.00
Computers		$ 1,800.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desks, office chairs, monitors, keyboard and mice, desktop printers or all in-one-devices etc.	$ 750.00
Alarm/Fire/Burglar System		$ -
Phone System		$ -
	Equipment Costs Subtotal:	$ 9,650.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 1,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: _____ (Does not include data systems or case management systems specific to individual program partners.)		$ 1,500.00
	Technology to Facilitate Access Costs Subtotal:	$ 2,500.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 6,300.00
Subtotal: Utilities and Maintenance Costs		$ 3,205.00
Subtotal: Equipment Costs		$ 9,650.00
Subtotal: Technology to Facilitate Access Costs		$ 2,500.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 21,655.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
Business and Career Network 988 McCourtney Drive Grass Valley, CA 95949 - Alliance for Workforce Development, Inc.		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 31,000.00
	Rental Costs Subtotal:	$ 31,000.00
Utilities and Maintenance		
Electric		
Gas		
Water		
Sewer Connections		
Internet		$ 2,600.00
Telephones (landlines)	Teams and Verizon replaced landlines	$ 1,670.00
Facility Maintenance Contract	Operational Expenses Contract	$ 15,800.00
Janitorial/Supplies/Garbage/Pest Control		
Insurance		$ 2,585.00
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ 22,655.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 500.00
Copiers	Annual lease and maintenance	$ 4,500.00
Fax Machines		
Computers		$ 1,800.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desks, office chairs, monitors, keyboard and mice, desktop printers or all in-one-devices etc.	$ 2,000.00
Alarm/Fire/Burglar System		$ -
Phone System		$ -
	Equipment Costs Subtotal:	$ 8,800.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 6,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.afwd.org (Does not include data systems or case management systems specific to individual program partners.)		$ 3,000.00
	Technology to Facilitate Access Costs Subtotal:	$ 9,000.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 31,000.00
Subtotal: Utilities and Maintenance Costs		$ 22,655.00
Subtotal: Equipment Costs		$ 8,800.00
Subtotal: Technology to Facilitate Access Costs		$ 9,000.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 71,455.00

Nevada County includes costs for the Truckee Location

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget		
Business and Career Network 988 McCourtney Drive Grass Valley, CA 95949 - TANF/CalWORKs		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 95,622.00
	Rental Costs Subtotal:	$ 95,622.00
Utilities and Maintenance		
Electric		
Gas		
Water		
Sewer Connections		
Internet		
Telephones (landlines)		
Facility Maintenance Contract		
Janitorial/Supplies/Garbage/Pest Control		
Insurance		
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ -
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		
Copiers		
Fax Machines		
Computers		
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment		
Alarm/Fire/Burglar System		
Phone System		$ -
	Equipment Costs Subtotal:	$ -
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		

Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.afwd.org (Does not include data systems or case management systems specific to individual program partners.)		
Technology to Facilitate Access Costs Subtotal:		$ -
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 95,622.00
Subtotal: Utilities and Maintenance Costs		$ -
Subtotal: Equipment Costs		$ -
Subtotal: Technology to Facilitate Access Costs		$ -
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 95,622.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget

Business and Career Network 76 Crescent Street Quincy, CA 95971 - Alliance for Workforce Development, Inc.

Cost Category/Line Item	Line Item Cost Detail	Cost
Rent		
Rental of Facilities		$ 18,000.00
	Rental Costs Subtotal:	$ 18,000.00
Utilities and Maintenance		
Electric	PGE	$ 3,240.00
Gas	Hunt and Sons	$ 4,223.00
Water		
Sewer Connections		
Internet	Plumas Sierra Telecommunications	$ 650.00
Telephones (landlines)	Teams and Verizon replaced Landlines	$ 1,900.00
Facility Maintenance Contract		$ -
Janitorial/Supplies/Garbage/Pest Control	Miller Cleaning Services	$ 6,300.00
Insurance		$ 3,285.00
Alarm/Fire/Burglar Monitoring	Certified Fortress	$ 359.00
	Utilities and Maintenance Costs Subtotal:	$ 19,957.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 500.00
Copiers	Annual lease and maintenance	$ 2,500.00
Fax Machines	Annual cost	$ 100.00
Computers		$ 3,600.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desks, office chairs, monitors, keyboard and mice, desktop printers or all in-one-devices etc.	$ 1,000.00
Alarm/Fire/Burglar System		$ -
Phone System		$ -
	Equipment Costs Subtotal:	$ 7,700.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 2,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.afwd.org (Does not include data systems or case management systems specific to individual program partners.)		$ 1,500.00
	Technology to Facilitate Access Costs Subtotal:	$ 3,500.00

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	$ 18,000.00
Subtotal: Utilities and Maintenance Costs	$ 19,957.00
Subtotal: Equipment Costs	$ 7,700.00
Subtotal: Technology to Facilitate Access Costs	$ 3,500.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	$ 49,157.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		

AJCC Infrastructure Budget (one per AJCC office)		
SMART Workforce Center - 76 Cypress Ave., Redding, CA 96001		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities	Redding Facility Rental approximately 7500 sq. feet	$ 165,000.00
	Rental Costs Subtotal:	$ 165,000.00
Utilities, Maintenance, Services		
Electric	City of Redding Utilities	$ 27,275.00
Gas	PG&E	$ 16,285.00
Water		
Sewer Connections	City of Redding Utilities	$ -
Internet	AT&T	$ 1,850.00
Telephones (landlines)	Microsoft Teams	$ 3,360.00
Facility Maintenance Contract		
Janitorial/Supplies/Garbage/Pest Control	Holloran Janitorial	$ 16,700.00
Insurance		$ 23,280.00
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ 88,750.00
Equipment, Maintenance and Support		
Assessment-related products	Assessment and testing materials for clients	$ 500.00
Assistive technology for individuals with disabilities *(Access and Accommodation)*	Equipment available to clients with disabilities, compatible phones	$ 1,000.00
Copiers	Annual Lease of equipment	$ 14,400.00
Fax Machines	Annual fees	$ -
Computers	Annual technology purchases/equipment replacement	$ 16,000.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Printers, technical support, computer maintenance and supplies, work stations, client headsets	$ 2,500.00
Alarm/Fire/Burglar System		$ -
Phone System	Replacement Phones for Job Center	$ 1,920.00
	Equipment Costs Subtotal:	$ 36,320.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	Client Self Service Software, Translation Services, 711 Relay	$ 16,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.thesmartcenter.biz (Does not include data systems or case management systems specific to individual program partners.)	SMART website hosted through One Each Technologies - includes program information, electronic partner referral portal, digital workshop sign-ups and more www.thesmartcenter.biz	$ 1,550.00
	Technology to Facilitate Access Costs Subtotal:	$ 17,550.00

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Cost Category	**Total Cost**
Subtotal: Rental Costs	$ 165,000.00
Subtotal: Utilities and Maintenance Costs	$ 88,750.00
Subtotal: Equipment Costs	$ 36,320.00
Subtotal: Technology to Facilitate Access Costs	$ 17,550.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:	$ 307,620.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
Business and Career Network 305 South Lincoln Street, Sierraville, CA 96126 - Alliance for Workforce Development, Inc.		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		
Rental Costs Subtotal:		$ -
Utilities and Maintenance		
Electric		
Gas		
Water		
Sewer Connections		
Internet		
Telephones (landlines)	Teams and Verizon replaced Landlines	$ 350.00
Facility Maintenance Contract		
Janitorial/Supplies/Garbage/Pest Control		
Insurance		$ 2,083.00
Alarm/Fire/Burglar Monitoring		
Utilities and Maintenance Costs Subtotal:		$ 2,433.00
Equipment		
Assessment-related products		
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 300.00
Copiers		
Fax Machines	Annual cost	$ 365.00
Computers	Staff Laptop	$ 1,800.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	May include desk, office chair, monitors, desktop printer or all in-one-devices etc.	$ 750.00
Alarm/Fire/Burglar System		
Phone System		$ -
Equipment Costs Subtotal:		$ 3,215.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	CRM	$ 1,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.afwd.org (Does not include data systems or case management systems specific to individual program partners.)		$ 1,500.00
Technology to Facilitate Access Costs Subtotal:		$ 2,500.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ -
Subtotal: Utilities and Maintenance Costs		$ 2,433.00
Subtotal: Equipment Costs		$ 3,215.00
Subtotal: Technology to Facilitate Access Costs		$ 2,500.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 8,148.00

Sierra County office is moving effective 7/1/2025 into a shared use agreement at the Loyalton Wellness Center

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
SMART Workforce Center - 800 College Ave., Weed, CA 96094		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities	Space -- Approx. square feet	$ 2,700.00
	Rental Costs Subtotal:	$ 2,700.00
Utilities and Maintenance		
Electric	N/A	
Gas	N/A	
Water	N/A	
Sewer Connections	N/A	
Internet	Internet Connectivity Costs	$ 300.00
Telephones (landlines)	Telephone Costs	$ 500.00
Facility Maintenance Contract	N/A	
Janitorial/Supplies/Garbage/Pest Control	Janitorial supplies	$ 1,500.00
Insurance	Umbrella, workers compensation, cyber,	$ 3,650.00
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ 5,950.00
Equipment		
Assessment-related products	Assessment materials for clients	$ 250.00
Assistive technology for individuals with disabilities *(Access and Accommodation)*	Equipment is available to clients with disabilities, phones are compatible	$ 500.00
Copiers	Copier costs	$ 2,000.00
Fax Machines	Fax Machine Costs	
Computers	Client Towers & Monitors	$ 2,500.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Printers, technical support, computer maintenance, supplies, client headsets, thumb drives	$ 1,500.00
Alarm/Fire/Burglar System		
Phone System	Replacement Phones for Job Center	$ 300.00
	Equipment Costs Subtotal:	$ 7,050.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	Client Self-Service Software, Translation Services, 711 Relay	$ 2,500.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.thesmartcenter.biz (Does not include data systems or case management systems specific to individual program partners.)	Smart website hosted through One Each Technologies- includes program information, electronic partner referral portal, digial workshop sign-ups, and more. www.thesmartcenter.biz	$ 250.00
	Technology to Facilitate Access Costs Subtotal:	$ 2,750.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 2,700.00
Subtotal: Utilities and Maintenance Costs		$ 5,950.00
Subtotal: Equipment Costs		$ 7,050.00
Subtotal: Technology to Facilitate Access Costs		$ 2,750.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 18,450.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
SMART Workforce Center - 1810 Fort Jones Rd, Suite B, CA 96097		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities	Space -- Approx. square feet	
	Rental Costs Subtotal:	
Utilities and Maintenance		
Electric	N/A	
Gas	N/A	
Water	N/A	
Sewer Connections	N/A	
Internet	Internet Connectivity Costs	$ 300.00
Telephones (landlines)	Telephone Costs	$ 525.00
Facility Maintenance Contract	N/A	
Janitorial/Supplies/Garbage/Pest Control	Janitorial supplies	$ 1,500.00
Insurance	Umbrella, workers compensation, cyber,	$ 3,650.00
Alarm/Fire/Burglar Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ 5,975.00
Equipment		
Assessment-related products	Assessment materials for clients	$ 250.00
Assistive technology for individuals with disabilities *(Access and Accommodation)*	Equipment is available to clients with disabilities, phones are compatible	$ 500.00
Copiers	Copier costs	$ 300.00
Fax Machines	Fax Machine Costs	
Computers	Client Towers & Monitors	$ 2,500.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Printers, technical support, computer maintenance, supplies, client headsets, thumb drives	$ 1,000.00
Alarm/Fire/Burglar System		
Phone System	Replacement Phones for Job Center	$ 300.00
	Equipment Costs Subtotal:	$ 4,850.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	Client Self-Service Software, Translation Services, 711 Relay	$ 2,500.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.thesmartcenter.biz (Does not include data systems or case management systems specific to individual program partners.)	Smart website hosted through One Each Technologies- includes program information, electronic partner referral portal, digial workshop sign-ups, and more. www.thesmartcenter.biz	$ 250.00
	Technology to Facilitate Access Costs Subtotal:	$ 2,750.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ -
Subtotal: Utilities and Maintenance Costs		$ 5,975.00
Subtotal: Equipment Costs		$ 4,850.00
Subtotal: Technology to Facilitate Access Costs		$ 2,750.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 13,575.00

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
Job Training Center of Tehama County - 718 Main Street, Red Bluff, CA 96080 - JTC		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities		$ 29,803.75
	Rental Costs Subtotal:	$ 29,803.75
Utilities and Maintenance		
Electric		$ 10,178.53
Gas		$ -
Water		$ 631.26
Sewer Connections	trash	$ -
Internet	includes telephones	$ 9,000.00
Telephones (landlines)		$ -
Facility Maintenance Contract		$ 4,000.00
Janitorial/Supplies/Garbage/Pest Control		$ 12,000.00
Insurance		$ 12,554.00
Alarm/Fire/Burglar Monitoring		$ -
	Utilities and Maintenance Costs Subtotal:	$ 48,363.79
Equipment		
Assessment-related products		$ -
Assistive technology for individuals with disabilities *(Access and Accommodation)*		$ 148.00
Copiers		$ 4,300.00
Fax Machines		$ -
Computers		$ 7,200.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Other equipment, computers; includes software	$ 9,836.00
Alarm/Fire/Burglar System		$ -
Phone System		$ -
	Equipment Costs Subtotal:	$ 21,484.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology		$ -
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.jobtrainingcenter.org (Does not include data systems or case management systems specific to individual program partners.)		$ 2,200.00
	Technology to Facilitate Access Costs Subtotal:	$ 2,200.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		**Total Cost**
Subtotal: Rental Costs		$ 29,803.75
Subtotal: Utilities and Maintenance Costs		$ 48,363.79
Subtotal: Equipment Costs		$ 21,484.00
Subtotal: Technology to Facilitate Access Costs		$ 2,200.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network:		$ 101,851.54

Required Phase II MOU Component: Sharing Infrastructure Costs		
Budget, Cost Allocation Methodology, Initial Proportionate Share		
Phase II MOU Content Requirements:		
A budget outlining the infrastructure costs for each comprehensive AJCC in the Local Area with a detailed description of what specific costs are included in each line item. Infrastructure costs of one-stop centers are nonpersonnel costs necessary for the general operation of the one-stop center.		
AJCC Infrastructure Budget		
SMART Workforce Center - 30 Arbuckle Court, Weaverville, CA 96093		
Cost Category/Line Item	**Line Item Cost Detail**	**Cost**
Rent		
Rental of Facilities	Weaverville Facility Rental	
	Rental Costs Subtotal:	
Utilities, Maintenance, Services		
Electric	N/A	
Gas	N/A	
Water	N/A	
Sewer Connections	N/A	
Internet	AT&T	$ 115.00
Telephones (landlines)	Microsoft Teams	$ 225.00
Facility Maintenance Contract		
Janitorial/Supplies/Garbage/Pest Control	Janitorial Supplies	$ 1,400.00
Insurance	Liability Insurance	$ 1,550.00
Alarm/Fire/Burgler Monitoring		
	Utilities and Maintenance Costs Subtotal:	$ 3,290.00
Equipment, Maintenance and Support		
Assessment-related products	Assessment materials for clients	$ 250.00
Assistive technology for individuals with disabilities *(Access and Accommodation)*	Equipment is available to clients with disabilities, phones are compatible	$ 500.00
Copiers	Copier costs	$ 1,375.00
Fax Machines	Fax Machine Costs	
Computers	Client Towers & Monitors	$ 1,000.00
Other tangible equipment used to serve all center customers (not specific to an individual program partner) Specify Other Tangible Equipment	Printers, technical support, computer maintenance, supplies, client headsets, thumb drives	$ 1,000.00
Alarm/Fire/Burgler System		
Phone System	Replacement Phones for Job Center	$ 300.00
	Equipment Costs Subtotal:	$ 4,425.00
Technology to Facilitate Access to the AJCC		
Technology used for the center's planning and outreach activities Specify the Technology	Client Self-Service Software, Translation Services, 711 Relay	$ 1,000.00
Cost of creation and maintenance of a center website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services Website Address: www.thesmartcenter.biz (Does not include data systems or case management systems specific to individual program partners.)	Smart website hosted through One Each Technologies- includes program information, electronic partner referral portal, digial workshop sign-ups, and more. www.thesmartcenter.biz	$ 100.00
	Technology to Facilitate Access Costs Subtotal:	$ 1,100.00
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS		
Cost Category		
Subtotal: Rental Costs		$ -
Subtotal: Utilities and Maintenance Costs		$ 3,290.00
Subtotal: Equipment Costs		$ 4,425.00
Subtotal: Technology to Facilitate Access Costs		$ 1,100.00
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/Network		$ 8,815.00

E-Contract Review
Approval as to Form

Department Name:	Tehama County Department of Social Services
Party Name:	Northern Rural Training and Employment Consortium (NoRTEC)
Agreement Description:	Memorandum of Understanding to Provide Programs and Services as an America's Job Centers of California (AJCC) Partner

APPROVED AS TO FORM:

Date: 12/02/2025

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-2142 **Agenda Date:** 12/30/2025 **Agenda #:** 4.

PUBLIC WORKS

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Interim Director to sign the agreement with Peerless Building Maintenance Company for the purpose of providing janitorial services in the amount of $2,661.20 monthly with the maximum compensation not to exceed $38,000, effective 1/1/26 and shall terminate 12/31/26, with two one-year extension options

Financial Impact:
The Department has sufficient fiscal year funding in Road Fund 3011-53140. There will be no impact to the General Fund.

Background Information:
The Department of Public Works' previous agreement for janitorial services expires on December 31, 2025. Peerless has provided services to the location since 2021, and the Department would like to enter into a new agreement for continued services through December 31, 2026.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND PEERLESS BUILDING MAINTENANCE CO.

This agreement is entered into between the County of Tehama, through its Department of Public Works, ("County") and Peerless Building Maintenance Co. ("Contractor") for the purpose of janitorial services located at 9380 San Benito Avenue, Gerber, California.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

a. Provide janitorial services Monday through Friday in accordance with vendor's Exhibit B.

b. Provide County with list of employees who will gain access to the building to provide janitorial services.

c. Communicate with County immediately if there is a no-show, substitute janitor, alarm or key issues.

5 DAYS PER WEEK SERVICE (Monday Thru Friday)

a. Remove cobwebs as they appear.
b. Feather dust all desktops, credenzas only if free of papers.
c. Feather dust all windowsills.
d. Empty all trash containers and replace liners as necessary. Take trash to dumpster and recycled paper to recycle bin.
e. Dust mop and damp mop all vinyl flooring with proper solution (no waxing).
f. Sanitize all breakroom sinks and counters if clear of dishes, refrigerator handle & microwave front. Sweep floor including behind the door and under the table (2 in breakrooms, 1 in Administration, 1 in Engineering).
g. Clean and disinfect all restroom fixtures, mirrors and floors with proper cleaning and disinfecting solutions. Refill dispensers as necessary.
h. Clean and disinfect all common touch areas daily such as door handles, light switches, telephones & keyboards, counters, restroom sinks, faucets, hand dryers, breakroom tables, fridge handles, microwave, copy room counters and copier keypads, conference table, conference room chairs and lobby chairs.
i. Disinfect and clean all bright metal and mirrors in restrooms.
j. Vacuum all carpeted areas including under desks, if free of materials, and behind doors.
k. Vacuum one carpeted office upstairs if free of items on floor.
l. Clean all glass on inside of doors if free of paper. Front door inside and out daily.

m. Turn on designated nights lights and security and secure the building when leaving. *Note: Doors with deadbolts and locks must be secured.

WEEKLY SERVICE

a. Remove smudges on all doors, door frames and light switches.
b. Damp mop all vinyl flooring with proper vinyl cleaning solution, no wax, keeping all
    a. baseboards clean (Admin, Eng., Shop & breakroom/bathroom).
c. Clean all tile and LVP floors with proper cleaning solution (no wax).
d. Do all low dusting such as chair bottoms, baseboards, windowsills, blinds, etc.

MONTHLY SERVICE

a. Do all high dusting such as door ledges, picture frames and anywhere dust can accumulate including blinds.
b. Vacuum all ceiling vents and return air grilles.
c. Spot clean walls and around doorknobs and doors
d. Wash down cabinet fronts in breakrooms (Admin, Eng., OPS).
e. Vacuum 3 carpeted offices upstairs on the last Thursday of the month in Admin-lock IT Room. County will unlock.

BI-ANNUAL SERVICE: (two times per year)

a. Wash all windows inside and out (Admin, OPS, Eng. Shop) *Window coverings to be removed by customer.

ADDITIONAL SERVICES (upon request and fees apply)

a. Steam extract specified carpeted areas.
b. Strip & wax floors.

MISCELLANEOUS:

a. Notify County if any provided supplies run low.
b. Regular monthly site visits by Peerless Supervisor.
c. Provide employees with a checklist of tasks for each day.
d. Communicate with County immediately if there is a no-show, substitute janitor, alarm or key issues.

2. **RESPONSIBILITIES OF THE COUNTY**

County shall make the building at 9380 San Benito Avenue accessible to employees of Contractor. County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement.

3. **COMPENSATION**

Contractor shall be paid monthly at the rate of $2,661.20 for a period of 12 months. The Maximum Compensation payable under this Agreement shall not exceed $38,000. 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 January 1, 2026, and shall terminate December 31, 2026, unless terminated in accordance with section 6 below. Upon expiration of the initial term, the parties may, by mutual written agreement, extend the Agreement for up to two (2) additional periods of one (1) year each.

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 Public Works Director or Interim 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 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 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., 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. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. 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.

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).

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 first class mail to the following addresses:

If to County:	Tehama County Public Works 9380 San Benito Ave. Gerber, CA 96035
If to Contractor:	Peerless Building Maintenance Co. 1357 Hartnell Avenue Redding, CA 96002

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. **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 the contract are fully committed to serving other County buildings, and that each of the facilities served by the 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.

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.

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

COUNTY OF TEHAMA

Date: _____

Tom Provine, Interim Director of Public Works

PEERLESS BUILIDNG MAINTENANCE CO.

Date: 12/15/25

Matt Tuttle, Manager

101267
Vendor Number

0102 3011 53140
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.

Peerless
Building Maintenance Co.
Serving you since 1948

December 4, 2025

Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035
Attn: Anne Coelho

Re: Janitorial Bid

We are pleased to submit our proposal to furnish you with janitorial services for your building 9380 San Benito Avenue, Gerber CA.

Peerless pledges pride, performance and particular personnel. Peerless Building Maintenance Company offers 40+ years of experience in "making it Sparkle". We service to your requirements, scheduling to your needs and care.

Peerless has operated in the Northern California area for 35 years with a reputation of integrity based on our ability to consistently provide excellent service through well-trained supervisors, inspection and motivation of janitorial personnel. Motivating employees in a dull task is a very challenging endeavor, but it is the difference between mediocre or poor service and excellent service.

Our clients are both small and large (Department of Corrections Red Bluff, Dignity Health Buildings Red Bluff, Mechanics Bank, Red Bluff Chrysler, Dodge & Jeep, Tehama County Social Services, and Tehama County Child Support). We are capable of maintaining any size or type of office building including high-rise window cleaning. Enclosed you will find a list of our references, more will be provided at your request.

We would welcome the opportunity to show you how our 'PERSONALIZED SERVICE' will make the difference in your maintenance program. Thank you for your time and consideration. May we be of service?

Sincerely,

Matt Tuttle, Owner/Manager

4665 Mountain Lakes Blvd. • Redding, CA 96003
(530) 222-6369 • Fax (530) 222-6393

Tehama County Public Works
December 4, 2025
Page 1

QUALITY CONTROL AND SUPERVISION

Peerless Bldg. Maint. Company agrees to exercise due diligence in the supervision and regular inspection of the premises and that this Supervision will include in part:

A. "On Site" supervisor will supervise all Peerless Maintenance personnel; will plan, schedule, organize, prepare work schedule and perform all duties necessary to accomplish specified work with maximum efficiency.

B. Janitor's written work assignment sheets shall be posted at each location.

C. Periodic grade reports of each assigned janitor to stimulate his interest and pride in his work.

D. Floor waxing will be done by employees of Peerless who have no other duties but those waxing services to perform, and who thereby elevate the appearance of the floors to optimum quality and enable them to be kept in this condition by regular maintenance.

E. A 24-hour per day on-call telephone service shall be kept and a supervisor shall be available at any time day or night to come to the serviced premises, as it is needed.

F. Our field supervisors, as often as one time per week during the hours the janitors are at work, shall make unannounced, unscheduled inspection tours.

G. Unannounced, unscheduled inspection tours shall be made by Peerless management at intervals sufficiently frequent to maintain the quality of all tasks performed by their employees. This is done during the daytime hours and if possible with a representative of **Tehama County Public Works.**

PERSONNEL CAPABILITIES

All personnel assigned by Peerless Building Maintenance Company for the performance of contract requirements shall be screened for ability and reliability in this type of work.

CLEANERS — Will perform all cleaning activities associated with normal office building maintenance services.

FLOOR CREW — Waxer/mopper, regularly performs waxing, mopping, and/or general floor care.

MAINTENANCE UTILITY

Performs any maintenance service or special cleaning jobs associated with office building maintenance, such as wall washing, ceiling washing, the cleaning of light fixtures and diffusers, and other work requiring the use of a ladder.

WORKING SUPERVISOR

Supervises all contract maintenance personnel, plans schedules, organizes and prepares work schedules, and performs all duties necessary to accomplish all specified work.

Peerless Bldg. Maint. Company employees shall be required to comply with all instruction pertaining to building regulations which are not in effect or which may be issued in the future by **Tehama County Public Works**, Peerless shall be responsible to see that all of their personnel conduct themselves in a manner which will reflect the dignity, the security and the best interest of **Tehama County Public Works**, Peerless, and themselves.

CONTRACTUAL AGREEMENTS

SUPPLIES AND EQUIPMENT

We will furnish all janitorial supplies and equipment necessary to perform the above work. (This does not include restroom supplies such as hand soap, hand towels, tissue, deodorants, etc.)

SERVICE AND SUPERVISION

We maintain a twenty-four hour service from our office and our regular system of inspection assures you of maximum efficiency.

INSURANCE AND TAXES

All of our employees are covered by our Blanket Fidelity Bond. We pay all Federal Old Age Benefits and State Unemployment Insurance Taxes. We carry TWO MILLION DOLLARS of Public Liability and Property Damage Insurance.

TERMS AND AGREEMENT

We will do this janitorial cleaning, listed herein in an efficient and reliable manner for: TWO THOUSAND SIX HUNDRED SIXTY-ONE DOLLARS AND .20 CENTS ($2,661.20) per month, SIX HUNDRED FOURTEEN DOLLARS AND .60 CENTS ($614.60) per week, ONE HUNDRED TWENTY-TWO DOLLARS AND .92 CENTS ($122.92) per day.

We appreciate the opportunity of submitting our proposal. We would be privileged to serve you, and if chosen, we will do this work to your complete satisfaction.

This agreement is to be effective from 01/01/2026 and may be canceled by either party upon issuance of a thirty day written notice. If we are accepted, our terms are net 20 days after the billing date.

ACCEPTED AND APPROVED
TEHAMA CO PUBLIC WORKS

BY _____
Tom Provine, Interim Director

ACCEPTED AND APPROVED
PEERLESS BLDG MAINTENANCE

BY _____
Matt Tuttle, Owner/Manager

Peerless
Building Maintenance Co.

Tehama County Public Works
December 4, 2025

SPECIFICATIONS

5 DAYS PER WEEK SERVICE (Monday Thru Friday):

1. Remove cobwebs as they appear.
2. Feather dust all desktops, credenzas only if free of papers.
3. Feather dust all windowsills.
4. Empty all trash containers and replace liners as necessary. Take trash to dumpster and recycled paper to recycle bin.
5. Dust mop and damp mop all vinyl flooring with proper solution (no waxing), min. 1x/week full mop all hard surfaces, including shop concrete breakroom floor.
6. Sanitize all breakroom sinks and counters if clear of dishes, refrigerator handle & microwave front. Sweep floor including behind the door and under the table (2 in breakrooms, 1 in Administration, 1 in Engineering).
7. Clean and disinfect all restroom fixtures, mirrors, toilets and floors with proper cleaning and disinfecting solutions. Refill dispensers as necessary.
8. Disinfect and clean all Brite metal and mirrors in restrooms.
9. Vacuum all carpeted areas including under desks, cubicles, conference rooms, hallways, common spaces, floor mats as needed and behind doors (all OPS, Eng. & Admin).
10. Clean all glass on inside of doors – front door inside and out daily (work around taped papers).
11. Clean and disinfect all common touch areas daily such as door handles, light switches, telephones & keyboards, counters, restroom sinks, faucets, hand dryers, breakroom tables, fridge handles, microwave, copy room counters and copier keypads, conference table, conference room chairs, lobby chairs.
12. Turn on designated nights lights and security, and the secure the building when leaving. *Note: Doors with deadbolts and locks must be secured, secure buildings before leaving.

WEEKLY SERVICE: (1 time per week)

1. Remove smudges on all doors, door frames and light switches.
2. Damp mop all vinyl flooring with proper vinyl cleaning solution, no wax, keeping all baseboards clean. (Admin, Eng., shop & breakroom/bathroom)
3. Clean all tile and LVP floors with proper cleaning solution.
4. Do all low dusting such as chair bottoms, baseboards, windowsills, blinds.etc.

MONTHLY SERVICE: (1 time per month)

1. Do all high dusting such as door ledges, picture frames and anywhere dust can accumulate including blinds.
2. Vacuum all ceiling vents and return air grilles.
3. Spot clean walls and around doorknobs and doors.
4. Wash down cabinet fronts in breakrooms (Admin, Eng., OPS)
5. Vacuum 3 carpeted offices upstairs on the last Thursday of the month in Admin – lock IT Room, client will unlock.

BI-ANNUAL SERVICE: (2 times per year)

1. Wash all windows inside and out (Admin, OPS, Eng. Shop) *Window coverings to be removed by customer.

ADDITIONAL SERVICES: (upon request and fees apply)

1. Steam extract specified carpeted areas.
2. Strip & wax floors.

MISCELLANEOUS:

1. Notify client if any provided supplies run low.
2. Maintain an adequate stock of toilet paper in restrooms, but do not overstock. Our satellite locations come in for supplies and need to be able to find them.
3. Regular monthly site visits by Peerless Supervisor.
4. Provide employees with a checklist of tasks for each day.
5. Communicate with client immediately if there is a no-show, substitute janitor, alarm or key issues.

November 20, 2025

Tehama County Public Works
Attn: Ann Coelho
9380 San Benito Avenue
Gerber, CA 96035

Dear Ann:

As you probably are aware, the minimum wage is increasing on January 1, 2026 from $16.50 per hour to $16.90 per hour. Since our janitors are paid minimum wage, this has a direct impact of 2.75% on our labor cost. This cost goes directly to the bottom line. Therefore, I am asking for a 2.75% increase. Your current monthly price of $2,590.00 will increase as of January 1, 2026 to the new price of $2,661.20.

In closing, most of my long-term clients know we do not ask for increases ever unless the minimum wage increases or there is a change in service. In the same respect, there is never a good time for an increase. If necessary, we are willing to renegotiate the level of service provided or the frequency of service to offset the increase.

We at Peerless strive to provide the highest quality service we can and we hope to keep your valued business. Please respond to this letter by 12/20/25 by phone, mail, fax or email (peerlessnorth@yahoo.com).

Thank you for your time and consideration.

Sincerely,

Terry Tuttle, Owner/Manager

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: Peerless Building Maintenance Co.

Document Description: Agreement for Janitorial Services

APPROVED AS TO FORM:

Date: 12/11/25

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

Tehama County

Agenda Request Form

File #: 25-2159 **Agenda Date:** 12/30/2025 **Agenda #:** 5.

PUBLIC WORKS

Requested Action(s)
a) ROAD AGREEMENT - Request approval and authorization for the Interim Director to sign Amendment No. 3 to Road Agreement 2023-3, as amended by Road Agreement 2025-1 and Road Agreement 2025-5, with Consor Engineering for the purpose of providing construction management services related to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project; thereby lengthening the Performance Period for an additional 60 days from 1/31/26, to 4/1/26

Financial Impact:
There will be no additional impact with this Amendment No. 3. Total compensation remains at $2,846,531.92, funded by State Transportation Improvement Plan (STIP) funds. There will be no impact the general fund.

Background Information:
The Board awarded a contract for Construction Management services for the Evergreen Road at SF Cottonwood Creek Bridge Replacement Project to Consor Engineering, at its January 24, 2023, meeting in the amount of $2,584,000. The project was originally anticipated to be complete in Fall 2024. Due to weather, water flows of SF Cottonwood Creek, and saturated soil conditions during the summer, the project completion date was extended to Winter 2024/2025. Amendment No. 1 provided funding to continue resident engineering, inspection, and environmental oversight services for the duration of the project through June 2025 and provided for a contract increase of $200,752.79. Amendment No. 2 provided for the services to complete the project and provide for close-out services and provided for a contract increase of $61,779.13. This Amendment 3 provides for additional time for these same close out services and project completion.

AMENDMENT NO. 3
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSOR NORTH AMERICA, INC.

The Road Agreement Number 2023-3 dated January 26, 2023 (the "Original Agreement"), was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and CONSOR NORTH AMERICA, INC. (CONSULTANT"), for the purpose of providing Construction Management services on the Evergreen Road Bridge Replacement Project (referred to as "AGREEMENT"). Amendment No.1 (Road Agreement No. (2025-001) was executed on 1/30/2025), and Amendment No. 2 (Road Agreement 2025-005 was executed on July 22, 2025). This Amendment No. 3 shall be amended as set forth herein.

Pursuant to ARTICLE XX CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

ARTICLE IV PERFORMANCE PERIOD

A. The performance period of this agreement is amended for an additional sixty (60) calendar days from January 31, 2026, to April 1, 2026. This agreement shall terminate on April 1, 2026, unless terminated in accordance with Article VI or extended by contract amendment.

All other terms, conditions, and provisions of the Original Agreement shall remain unchanged.

This Amendment No.3, together with Road Agreement Number 2023-3, Amendment No. 1, and Amendment No. 2 (Collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between Amendment No.3, the Original Agreement, Amendment No.1, or Amendment No. 2, the provisions of this Amendment shall prevail over those of the Original Agreement, Amendment No.1 and Amendment No. 2. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to Article XIX.

<<Signatures on the following page>>

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

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

_____ Date: _____
Tom Provine
INTERIM DIRECTOR OF PUBLIC WORKS

CONSULTANT

_____ Date: _____
Ian Machan
EXECUTIVE VICE PRESIDENT- WEST
CONSOR NORTH AMERICA, INC

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSOR NORTH AMERICA, INC

FOR CONSTRUCTION MANAGEMENT SERVICES ON EVERGREEN ROAD BRIDGE REPLACEMENT PROJECT

FEDERAL AID PROJECT NUMBER BRLOZB-5908(025)

County Project Number 316581

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
Consor North America, Inc.

The Project Manager for the "CONSULTANT" will be **Leland Mason, P.E.**

The name of the "LOCAL AGENCY" is as follows:
Tehama County, through its Department of Public Works

The Contract Administrator for LOCAL AGENCY will be **Jessica Pecha, P.E. Senior Civil Engineer.**

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated **January 3, 2023**. The approved CONSULTANT's Cost Proposal and Scope of Work are attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal, Scope of Work, and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise, arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

Notwithstanding the foregoing, to the extent that the services or work hereunder include design professional services subject to Civil Code section 2782.8, CONSULTANT's duty to indemnify shall only be to the maximum extent permitted by Civil Code section 2782.8.

D. CONSULTANT shall, during the entire term of this agreement, act as an independent CONSULTANT and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow LOCAL AGENCY to exercise discretion or control over the professional manner in which CONSULTANT (including CONSULTANT's employees) performs the services which are the subject matter of this agreement; provided always. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third-party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL

AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

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

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the AGREEMENT.

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

CONSULTANT shall provide all Construction Management Services in accordance with CalTrans Standard Practice and Procedure, as described in Scope of Work, included here in as Attachment I, which includes but is not limited to: Preconstruction Services, Construction Field Inspection and Management, Critical Path Method Schedule Review, Environmental Oversight and Permit Assistance, Materials Sampling and Testing, Labor Compliance, Survey Verification, Profilograph and Testing, and Post Construction Services. CONSULTANT shall provide all Deliverables as out-lined in Scope of Work.

B. Right of Way

Not Applicable to this Agreement.

C. Surveys

Construction Surveys will be performed by the Contractor. Survey verification will be performed by CONSULTANT.

D. Subsurface Investigations

No subsurface investigations will be performed by the CONSULTANT. Borings or other specialized services may be performed by others under the supervision of CONSULTANT.

E. Local Agency Obligations

LOCAL AGENCY will supply a “responsible in charge” person to inspect the work. LOCAL AGENCY will provide project oversight and consultation as required.

All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work

This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings

CONSULTANT will be required to review and/or prepare construction drawings, shop drawings and As-Built drawings as described in the SCOPE of Work in Attachment I.

H. Consultant Services During Construction

CONSULTANT will perform all services as described in Scope of Work in Attachment I

I. The extent, if any of CONSULTANT’s services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services. Documentation and Schedules

J. AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives. Deliverables and Number of Copies

K. The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies. Standards of the Profession

CONSULTANT 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 CONSULTANT has been properly licensed to practice.

L. Licensing or Accreditation

Where applicable, the CONSULTANT shall maintain the appropriate license or accreditation through the life of this AGREEMENT.

M. Nondiscrimination

The CONSULTANT 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).

N. Implementation of Clean Air Act and Federal Water Pollution Control Act

If the amount of this agreement is in excess of $100,000.00, the CONSULTANT is required to comply with Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE IV PERFORMANCE PERIOD

A. This agreement shall go into effect on **January 24, 2023**, contingent on approval by LOCAL AGENCY. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY’s Contract Administrator. The AGREEMENT shall end **January 31, 2026**, unless terminated in accordance with ARTICLE VI below.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of $150,646.75. The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.

D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this AGREEMENT.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Tehama County Public Works
Jessica Pecha, Senior Civil Engineer

I. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **Two Million Five Hundred Eighty-Four Thousand Dollars and Zero Cents ($2,584,000.00).**

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination provided for in subsection A of this section.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 or 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the

AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

    1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Government Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines}is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between LOCAL AGENCY and any Subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its Subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its Subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that, which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

E. Any substitution of Subconsultant(s) must be approved in writing by LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the

extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased as a result of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance).These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

   c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL

AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that

failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate the AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from the AGREEMENT price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL ANGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

If AGREEMENT exceeds $150,000:

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its Subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.. CONSULTANT and Subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and Subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.), the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.), and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its Subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan,

CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. **The goal for DBE participation for this AGREEMENT is 11.0%.** Participation by DBE CONSULTANT or Subconsultants shall be in accordance with information contained in the CONSULTANT Contract DBE Commitment (LAPM Exhibit 10-O2) attached hereto and incorporated as part of the AGREEMENT (Attachment I, as applicable). If a DBE Subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE Subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit LAPM Exhibit 15-H: *DBE Information – Good Faith Efforts* to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments
(2) Assessing sanctions
(3) Liquidated damages; and/or
(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

The LOCAL AGENCY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the LOCAL AGENCY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subconsultant
    - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete a

Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the AGREEMENT is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

Consultant shall procure and maintain insurance pursuant to Attachment II, "Insurance Requirements For Consultant," attached hereto and incorporated by reference.

ARTICLE XX FUNDING REQUIREMENTS

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

B. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to void the AGREEMENT under the thirty (30) day termination clause pursuant to Article VI, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team key personnel, as listed in the approved Cost Proposal, which is a part of this AGREEMENT, without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any SUBCONSULTANT shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by LOCAL AGENCY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this AGREEMENT. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A -E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i) withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii) ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the

U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THEACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- • The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42
- U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Consor North America, Inc.
Leland Mason PE, Project Manager
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
(916) 368-9181

LOCAL AGENCY: Tehama County Public Works
Jessica Pecha PE, Contract Administrator
9380 San Benito Avenue
Gerber, CA 96035

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

IN WITNESS WHEREOF, LOCAL AGENCY and CONSULTANT have executed this agreement on the day and year set forth below.

County of Tehama
Department of Public Works

DocuSigned by:
James N. Simon, P.E.
BFBAE367F2D04D4...

Date: 1/26/2023 | 6:40:16 PM EST

Director of Public Works

Consor North America, Inc

DocuSigned by:
2962283EB9F04E1...

Date: 1/26/2023 | 6:29:49 PM EST

Principal-In-Charge

SCOPE OF WORK

The following Scope of Work identifies the items of work, the order in which they may occur, and how they will be addressed during the construction of the Evergreen Road Bridge Replacement Project.

This Work Plan is based on Consor's current understanding of the project and the following assumptions:

- The CONTRACTOR will take no more than 400 working days to complete the project. Construction of the proposed project would last approximately nineteen months during two construction seasons, with a winter suspension in-between, from Winter/Spring 2023 to Summer/Fall 2024.
- In-water work activities in Cottonwood Creek will be conducted during two discreet periods: The first in-water work period would include constructing bridge foundations and last from June 15 through October 15, 2023; the second in-water work period would include constructing bridge superstructure and last from June 15 through October 15, 2024.
- The CONTRACTOR will be working normal shifts throughout the project and no overtime is anticipated.
- The CONTRACTOR will provide all construction staking and layout for the project.
- The CONTRACTOR will provide a project biologist for environmental monitoring.
- The CONTRACTOR will provide roadway profiling in conformance with standard specifications.
- Consor assumes that the CONTRACTOR is experienced with this type of work and will diligently pursue timely completion of the project.
- The COUNTY will provide access to Virtual Project Manager (VPM) to track and manage projects. Consor will utilize this program for (as appropriate): project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, timecards, payments, and storm water (SWPPP).
- Consor will lease a temporary office near the project site.

Consor assumes a basis for project staffing levels as shown in our attached Project Staffing Chart for Tasks 1 through 9. Our level of effort depends on the Contractor's operation and ability to meet the anticipated schedule and contract requirements.

- Task 1 - Consor's level of effort for pre-construction activities is estimated at up to 131 hours.
- Quincy will provide oversight, administration, and inspection (Task 2) of the following activities:
    - New bridge construction (Cottonwood Creek Bridge and ACID Canal Bridge),
    - Roadway construction and staging, including embankment, base and paving, drainage, and rock slope protection, etc.
    - Existing bridge demolition and road removal (when no longer needed).
- Task 2A - Consor's level of effort for construction engineering, contract management, and construction inspection activities is estimated at up to 6,876 hours.
- Task 2B - As subconsultant to Consor, Webster Engineering (Webster) will provide office engineering, labor compliance reviews, and supplemental inspection, as requested. Webster's estimated effort for these activities is estimated at up to $339,729.28.
- Task 3 - As subconsultant to Consor, Webster Engineering (Webster) will provide CPM schedule review, as requested. Webster's estimated effort for these activities is estimated at up to $12,154.45.
- Task 4A - As subconsultant to Consor, Area West Environmental (AWE) will provide environmental oversight services. AWE's estimated effort for these activities is estimated at up to $123,370.35.
- Task 4B - As subconsultant to Consor, Illingworth & Rodkin (I&R) will provide hydroacoustic monitoring oversight services. I&R's estimated effort for these activities is estimated at up to $27,623.18.

- Task 5 - As subconsultant to Consor, Pavement Engineering, Inc. (PEI) will provide materials sampling and testing services. PEI's estimated effort for these activities is estimated at up to $161,003.41.
- Task 6 - As subconsultant to Consor, Webster Engineering (Webster) will provide labor compliance reviews, as requested. Webster's estimated effort for these activities is estimated at up to $37,207.50.
- Task 7 - As subconsultant to Consor, UNICO Engineering (UNICO) will provide survey verification, as requested. UNICO's estimated effort for these activities is estimated at up to $42,638.48.
- Task 8 - As subconsultant to Consor, JRG Profile (JRG) will provide bridge profilograph, as requested. JRG's estimated effort for these activities is estimated at up to $5,100.00.
- Task 9 - Consor's level of effort for post-construction activities is estimated at up to 195 hours.

The following are the activities we will employ by task:

Task 1: Pre-Construction Services

Consor staff will perform the following, as required:

- Thoroughly review the plans, specifications, RE pending file, PLACs, environmental documents, and other applicable documents. It is important to identify potential or anticipated problem areas early in the contract.
- Prepare and conduct a coordination meeting(s) with the County, County's Engineering Designer of Record (EOR), and other affected agencies and stakeholders to review project information.
- Prepare and conduct a pre-construction conference with the Contractor, subcontractors, County officials, and other involved parties. Topics of discussion will include labor compliance, equal employment opportunity, record keeping, State and Federal safety laws, DBE involvement, use of local businesses and subcontractors, environmental requirements including Storm Water Pollution Prevention, utility issues, traffic control issues, safety problems, etc. A major goal at this meeting, besides dissemination of data, is to establish a cooperative attitude between the Construction Management (CM) field staff, County staff, and the Contractor. It is critical that all parties work as a Team.
- Prepare an internal construction management Quality Control Plan (QCP) plan. The plan will include general project authority, communications, and project documentation guidelines.
- Prepare a survey quality assurance program for inclusion in the CMP.
- Prepare a project specific Construction Management Plan (QMP) plan. CMP shall describe the level of effort anticipated to be maintained by CM and inspectors for the various activities during the construction period and project closeout. CMP shall describe all deliverables and time for periodic reports. At a minimum, CMP shall include the following sections:
  - Project Organization
  - Meetings
  - Communications Management
  - Preparation of Management Reports
  - Clarifications and Contract Interpretations of Specifications
  - Submittals/Shop Drawings
  - Design Modifications
  - Change Orders
  - Schedule Management
  - Claims Management and Resolution
  - Testing and Testing Documentation
  - Progress Pay Estimate Preparation
  - Inspection and Inspection Reporting
  - Defective Work Correction
  - Record Drawings
  - Complaint & Community Relations Procedures
  - Safety
  - Photo/Video Documentation
  - Certified Payroll Review
  - Special Inspections
  - Other Tasks

- Create project records files based on the 63-Category Filing System in the Caltrans Construction Manual that will be passed onto the County once the project is completed. Maintain the project records on a regular basis such that the records are organized and complete. The County is providing Virtual Project Manager (VPM) to track and manage projects. Consor will utilize this program for (as appropriate): project documents, task management, change orders, transmittals, submittals, RFIs, Utilities, daily logs, project contacts, timecards, payments, and storm water (SWPPP).
- Establish a photo and video record for the project site to document pre-construction conditions.
- Establish initial list of anticipated Contractor submittals.

Deliverables

✓ Quality Control Plan
✓ Construction Management Plan
✓ Pre-Construction Meeting notice, agenda, handouts/exhibits, and minutes
✓ List of anticipated contractor submittals

Task 2: Construction

Task 2A: Construction Engineering, Contract Management, and Construction Inspection

Consor staff will perform the following Construction Engineering, Contract Management, and Construction Inspection, as required:

- Establish and maintain project control including:
  - On-site organization;
  - Internal and external lines of communication and authority; and
  - Procedures for coordinating with the County, EOR, Contractor, subconsultants, and other stakeholders.
- Verify Contractor enforcement of safety and health standards for construction activities. Regularly attend Contractor tailgate safety meetings. Perform periodic construction site safety reviews. Report accidents to appropriate authorities promptly. It is understood that County's Contractor is responsible for the project's safety at all times throughout the contract.
- Prepare and conduct regular (weekly or semi-weekly, as needed) progress meetings with the Contractor and County staff to discuss ongoing construction activities, job progress, scheduling, and other important issues. Prepare minutes and distribute to attendees promptly.
- Coordinate with permitting and resource agencies; anticipated to include:
  - US Army Corp of Engineers,
  - Regional Water Quality Board,
  - Central Valley Flood Protection Board
  - US Fish & Wildlife,
  - California Department of Fish and Wildlife,
  - National Marine Fisheries Service.
- Coordinate cooperation with Caltrans, public utilities, adjacent property owners, and the general public. Assist the County in conducting public outreach as deemed necessary through various sources, including the County's website, local newspaper, broadcast media communication, or phone messaging.
- Review for authorization of Contractor-developed submittals such as: staging, Traffic Handling Plan, hazardous materials handling and disposal, project shop drawings, demolition plans, and material submittals. Verify that material submittals comply with the Buy America, as needed. Contractor-developed submittals requiring review and approval by others, i.e. the EOR, will be forwarded as appropriate.

- Process Contractor-developed Requests for Information (RFI) internally, to the County, or to the EOR, as appropriate, and in a timely manner. Copies of RFI correspondence that may result in a Change Order, including initial requests and subsequent responses, will be flagged.
- Develop and maintain logs for transmittals, submittals, RFI's, change orders, survey requests, and disputes for tracking timely and efficient processing and responses.
- Perform ongoing observation of job site construction work and notify County personnel in advance of any significant activities to permit their participation.
- Prepare a staffing plan for County review and approval. Update as required.
- Coordinate and observe utility work by utility companies, if needed, (not part of the Contractor's responsibility) for compliance with project documents.
- Prepare and send Weekly Statement of Working Days to the Contractor.
- Prepare other daily, weekly, and monthly reports as requested by the County.
- Provide daily observation of the Contractor's work with appropriately trained and qualified field staff to verify that the work substantially complies with the contract documents and accept or reject the Contractor's work as applicable. Field staff to be comprised of the Resident Engineer, Structure Representative, Construction Inspector, material inspectors/ testers, and other appropriate staff as needed.
- Provide bridge construction engineering and calculations such as verification of bridge and roadway grades, falsework independent check, camber strips, and bridge deck dowel grades.
- Prepare calculations, monitor, and record results of bridge prestressing/post-tensioning.
- Prepare daily inspection reports. Daily records will contain progress of the project, weather history, Contractor's activities, the number of workers on site, quantification/measurement of work installed, problems encountered, relevant conversations, conflicts and resolutions, and other relevant information, as needed.
- Take photographs daily during the construction to document Contractor activities, barricade placement, disputed work items, rejected, replaced, or removed items, completed work, and extra work.
- With the assistance of the County and the EOR, interpret plans and specifications. If further design work or modifications to the contract documents are required, assist in directing the modifications and provide an appropriate contract change order for authorization by the County.
- Notify the County immediately of any errors or omissions in the contract documents and coordinate corrections with the EOR.
- Prepare Contractor progress payment applications including computing and field verifying pay quantities pursuant to the Caltrans process.
    - Progress payments shall reflect authorized and approved extra work (i.e Contract Change Order) on a monthly basis.
    - Track construction quantities on a daily, weekly, or monthly basis, as appropriate.
    - Source documents (i.e. quantity calculations, delivery tags, field release forms, Certificate of Compliance, etc.) will be tracked and be the basis for pay quantities.
    - Segregate construction costs into separate funding streams (i.e. HBP, STIP, etc.) as requested.
- Prepare change orders for authorization by the County. Review Contractor requests for extra work and provide recommendations to the County. Negotiate extra work with the Contractor while always keeping the County involved. Prepare estimates for extra work to support change order costs.
- Maintain daily extra work bills, quantity measurements, or such other information as is necessary to document the payment to the Contractor for the extra work completed as unit cost, lump sum, or force account.

- Maintain a spreadsheet of construction costs and contingency balances and update as needed (monthly, and/or after issuing a change order, as appropriate).
- If the Contractor submits a potential claim or other dispute, Consor will immediately notify the County. In cooperation with the County, Consor will evaluate and work with the Contractor to resolve the issue in the field and assist the County to resolve claims and disputes to minimize impacts to the project prior to post-construction.
- Maintain a set of red-line plans to be provided to the County for "As-built" plans. Note all changes to this set as they occur.
- Attend a project walk through with County and Contractor personnel to establish a "punch list" of items of work that are not satisfactory. Provide milestone "punch lists" at completion of the various work stages and/or item completion, as needed.
- Attend a final project walk-through with County and Contractor personnel to determine that all "punch list" items of work have been completed.

Task 2B: Office Engineering and Supplemental Inspection

Office engineering will be performed by subconsultant, Webster Engineering.

- Webster will assist Consor with administrative duties such as drafting and processing correspondence, change orders, progress payment applications, logging submittals and RFI's, and perform other administrative, as needed.

Deliverables

✓ Status meeting notices, agendas, handouts/exhibits, and minutes
✓ Project schedules and project master files
✓ Daily work diaries
✓ Daily, weekly, monthly, etc. reports
✓ Negotiate and prepare contract change orders
✓ Prepare monthly quantities and progress payments
✓ Review contractor submittals, work plans, etc.
✓ Record of as-built changes for final as-built drawings
✓ Punch lists

Task 3: CPM Schedule Review

CPM Schedule review will be performed by subconsultant, Webster Engineering, using Primavera software.

Webster will assist Consor with review, monitoring, and documenting changes to the Contractor's baseline Critical Path Method schedule and subsequent monthly schedule updates for critical path activities. Webster will:

- Review the Contractor's Baseline CPM Schedule and prepare a review report. Assuming one revision, review the Contractor's revised Baseline CPM Schedule and prepare a review report.
- Review the Contractor monthly schedule updates for critical path activities to monitor and document changes to the Contractor's schedule such as: identifying work not started or incomplete and providing recommendations on corrective measures to meet schedule deadlines and prepare a review report.
- Participate, as requested, in conference calls to review schedule review findings.
- As part of change order development and execution, assist with review of Contractor prepared Time Impact Analysis (TIA) and use as the basis of the record of contract time and extensions.

Deliverables

✓ CPM baseline schedule review comments
✓ CPM monthly update schedule review comments
✓ TIA schedule review comments

Task 4: Environmental Oversight and Permit Assistance

The Contractor will provide environmental monitoring for the project.

Oversight of the monitors will be performed by Consor's Resident Engineer and subconsultant Area West Environmental (AWE).

Task 4A: Environmental/Permit Oversight

Kick-Off Meeting

An Area West Environmental, Inc. (AWE) biologist will attend the project kick-off meeting.

Terrestrial Biology and SWPPP Oversight

AWE will review the contractor supplied biologist's resumes prior to submittal to regulatory agencies for approval and will submit the resumes for approval.

AWE will review biological and SWPPP report submittals and provide comments.

AWE will also attend one Worker Environmental Awareness Training presented by the contractor supplied biologist each construction year and conduct up to two site visits per month during active construction to review the contractor's implementation of the SWPPP and biological resource avoidance measures.

AWE will review weather reports and identify when the contractor's SWPPP compliance manager should complete site visits.

AWE will prepare a biological and environmental monitoring plan, conduct agency notifications for start of work and completion of work, coordinate with regulatory agency staff as-needed, and submit the contractor- supplied biologists permit-required reports to appropriate regulatory agencies.

AWE will also prepare and complete a permit compliance/environmental commitment record to support documenting the project's compliance with all environmental requirements.

AWE will be available to assist the County with cultural resource coordination.

Assumptions

- AWE will attend one (1) kick-off meeting.
- AWE assumes there will be up to 22 site visits, up to 40 hours for internal team and agency coordination, and up to 60 hours for cultural resource coordination.
- AWE assume that no paleontological oversight required
- AWE assumes that the project will be completed within 2 calendar years.

Task 4B: Hydroacoustic Monitoring Oversight

Hydroacoustic Monitoring Oversight of the Contractor will be performed by subconsultant, Illingworth & Rodkin (I&R).

- I&R, a NMFS permit agency recognized expert in hydroacoustic monitoring, will assist Consor with review of contractor work plans and oversight of field operations, as needed.

Deliverables

- ✓ Biological and Environmental Monitoring Plan
- ✓ Permit Compliance/Environmental Commitment Record
- ✓ Site visit reports
- ✓ Review comments on Contractor qualification/resume submittals

Task 5: Materials Sampling and Testing

Materials sampling and testing will be performed by subconsultant, Pavement Engineering, Inc. (PEI).

- PEI will perform sampling and materials testing per the project specifications and the County's Quality Assurance Program. Typical tests include:
  - Soil compaction testing
  - Soil gradation, Cleanness Value, and Sand Equivalent for embankment, structure backfill, and aggregate base
  - Rebar testing (mechanical and/or welded splices)

  - Concrete and HMA field sampling and testing
  - Concrete Compressive Strength
  - Aggregate gradation, Cleanness Value, Sand Equivalent, and LA Rattler for concrete and HMA
  - Batch plant inspections for HMA and Concrete

- Consor staff will coordinate timely testing and determination of correct testing methods and procedures for bridge and roadway work. Consor will also accept or reject materials based on test results.
- Consor will maintain logs for materials sampling and testing results.
- Consor will maintain logs for materials accepted by Certificate of Compliance.

Deliverables

✓ Materials test reports

Task 6: Labor Compliance

Labor compliance will be performed by subconsultant, Webster Engineering.

- Webster will assist Consor with labor compliance duties enforcing the contract requirements as they pertain to Labor Compliance, Equal Employment Opportunity, Prevailing Wage, and Disadvantaged Business Enterprise according to Caltrans Local Assistance Procedures, as needed, to verify compliance with all State and Federal laws.
- Webster will perform periodic reviews of the Contractor payroll records for labor compliance including:
  - Monitoring and auditing certified payrolls of the Contractor's and subcontractor's personnel for prevailing wages,
  - Review field labor compliance and EEO interviews (interviews may be performed by Consor field staff), and
  - Monitoring Contractor apprenticeship programs.

Deliverables

✓ Labor compliance review documents

Task 7: Survey Verification

The Contractor will provide all construction staking for the project. Survey verification will be performed by Consor's subconsultant, UNICO. UNICO will verify critical layouts and elevations as requested. Typical verification includes:

- Survey Control
- Right-of-Way and Temporary Construction Easements (TCE's)
- Bridge Abutment, Pier, and Deck Layouts
- Roadway Staking
- Other locations as required

Deliverables

✓ Survey notes and data

Task 8: Profilograph

Profilograph will be performed by Consor's subcontractor, JRG Profile (JRG). JRG will verify using a profilograph in accordance with California Test Method and Caltrans' Bridge Deck Construction Manual.

Deliverables

✓ Profilograph traces

Task 9: Post-Construction Services

Consor staff will perform the following as required during this task:

- Perform final observation of the project upon completion to confirm substantial conformity with contract documents.
- Compute the final quantities and prepare the final estimate of cost.
- Determine quantity over-runs and under-runs and provide explanation of each, as needed.
- Prepare the Proposed Final Estimate for Contractor agreement.
- Draft and assemble the Final Report of Expenditures, including Change Order Summary, Liquidated Damages/Contractors' Claims Report, Materials Certificate, Report of Completion of Structures, DBE exhibits 17-F and 17-O (to be provided by the Contractor) and such other forms and reports as may be required for the County to complete and provide to Caltrans.
- Finalize black-line as-built plans for use by the Design Engineer to develop "Final As-built" drawings.
- Resolution of Contract Claims: Assist the County to resolve claims and disputes to minimize impacts to the project. If a potential claim cannot be resolved during the construction phase, it becomes a claim. If the claim cannot be immediately resolved, Consor will recommend alternative actions to the County for consideration.

  Due to the nature of Contract Claims and Dispute Resolution and the difficulty in estimating the scope and effort required (before construction activities have begun), and if possible, within the allocated administration and inspection budget, we will assist the County in resolving the claims and disputes. In the event that additional effort, beyond the scope of day-to-day administration and inspection operations is required, a contract amendment for this additional budget will be requested.

Deliverables

- ✓ Final quantities
- ✓ Explanation of quantity under/over-runs, as needed
- ✓ Proposed final estimate
- ✓ Draft Final Report of Expenditures (County to complete and submit)
- ✓ Record as-built changes for final as-built drawings
- ✓ Hard copy project records ready for archiving
- ✓ Virtual Project Manager copy of electronic records ready for archiving

Assumption: Apprentice Inspectors

Due to apprenticeship requirements by the California Department of Industrial Relations (CA DIR), prevailing wage eligible projects must notify and register with CA DIR and solicit apprentice inspectors from training programs. Response by apprentices for inclusion on projects has been historically low, however, if an apprentice responds to the solicitation, they must be hired on the spot and provided training as part of the project.

Due to the difficulty in estimating the probability and effort required, we will incorporate the apprentice inspector, if possible, within the allocated administration and inspection budget. However, if additional budget is required, a contract amendment for additional budget will be requested.

Proposed Project Staffing Plan (Rev 1)

Tehama County | CM Services for Evergreen Road Bridge Replacement Project | Two Seasons

	Working	2023												2024												2025			
Task Description	***Days***	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	
Pre-Construction Services	~1 Mo.																												
Construction	**400**																												
Tree Removal																													
Clear & Grub																													
ACID Siphon																													
Roadway (Mainline except tie ins)																													
ACID Bridge																													
Creek Bridge (Abutments, & Piers)																													
Winter Suspension																													
Creek Bridge (Superstructure)																													
Roadway Improvement (tie-ins)																													
Post-Construction Services	~4 Mo.																												
																													Person
Responsibility/Role	***Staff***																												***Hours***
Principal In Charge	Hagerty	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		26
Construction Manager	Mason	8	32	32	32	32	32	32	32	32	32	32	4	4	4	4	32	32	32	32	32	32	32	32	8	8	8	8	632
Resident Engineer	Theran	80	160	160	160	160	160	160	160	160	160	160	40	40	40	40	80	80	80	80	160	160	160	160	80	40	40	20	2,980
Structure Representative/Bridge Inspector	Elkins	40			160	160	160	160	160	160							160	160	160	160	160				20	20			1,840
CIPP Oversight/Inspection	Clouser		40	80																									120
Road Inspector	TBD						160	160	160	160	160	80									160	160	160	160					1,520
Office Engineer	CONSOR	2	4	4	4	4	4	4	4	4	4	4	2				4	4	4	4	4	4	4	4	4	4			84
Office Engineer/Supp. Inspector	LaChance	40	40	160	160	160	160	160	160	160	160	160					160	160	160	160	160	160	160	160	160	80	80	80	3,200
Labor Compliance	Webster			10	10	10	10	10	10	10	10	10	10				10	10	10	10	10	10	10	10	10	10			200
CPM Schedule	Barnes		4	4	4	4	4	4	4	4	4	4					2	4	4	4	4	4	4	4					70
Environmental Oversight/Permit Assistance	AWE	40	52	36	36	36	36	36	36	36	36	36	8	8	8	8	36	36	36	36	36	36	36	36	36	16	16	10	814
Hydroacoustic	I&R					25	80	80	10																				195
Survey Verification	UNICO		48		24		24		24								24		24		24		24						216
Material Sampling & Testing	PEI		16	25	40	40	40	40	40	40	40	40					40	40	40	40	40	40	40	40					681
		211	**397**	**512**	**631**	**632**	**871**	**847**	**801**	**767**	**607**	**527**	**65**	**53**	**53**	**53**	**549**	**527**	**551**	**527**	**791**	**607**	**631**	**607**	**319**	**179**	**145**	**118**	**12,578**

COST PROPOSAL 1
Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Consor**
Tehama Co - Evergreen
Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal Engineer	*	Mike Hagerty	26	$80-$120	$98.00	$ 2,548.00
Construction Manager **		Nick Clouser	120	$65-$100	$88.50	$ 10,620.00
Construction Manager **	*	Leland Mason	632	$65-$100	$88.55	$ 55,963.60
Resident Engineer **	*	Kerry Theran	2980	$60-$100	$88.23	$ 262,925.40
Structure Representative **	*	Steve Elkins	1840	$60-$100	$75.00	$ 138,000.00
Construction Inspector (Grp 1) **		Staff		$50-$100	$59.33	$ -
Construction Inspector (Grp 2) **		Staff	1520	$48-$98	$59.33	$ 90,181.60
Senior Engineer		Staff		$60-$100	$85.00	$ -
Associate Engineer		Staff		$40-$80	$60.00	$ -
Engineering Designer I		Staff		$30-$50	$45.00	$ -
Engineering Designer II		Staff		$36-$66	$50.00	$ -
Project Manager Assistant		Staff		$40-$65	$60.00	$ -
Office Engineer		Staff	84	$40-$65	$60.00	$ 5,040.00
Survey Manager		Staff		$60-$90	$84.00	$ -
Project Surveyor **		Staff		$40-$70	$50.00	$ -
		subtotal	7202		subtotal	$ 565,278.60

LABOR COSTS

a) Subtotal Direct Labor Costs $ 565,278.60
b) Anticipated Salary Increases $ 14,131.97

c) **Total Direct Labor Costs** [(a) + (b)] **$ 579,410.57**

INDIRECT COSTS

d) Fringe Benefits (Rate: 39.00%) e) Total Fringe Benefits [(c) x (d)] $ 225,970.12
f) Overhead (Rate: 121.00%) g) Overhead [(c) x (f) $ 701,086.78
h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 927,056.90**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 150,646.75**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem - Construction Manager	10	Days	$120.00	$ 1,200.00
Per Diem - Resident Engineer	350	Days	$120.00	$ 42,000.00
Per Diem - Structure Representative	220	Days	$120.00	$ 26,400.00
Per Diem - Construction Inspector	190	Days	$120.00	$ 22,800.00
Prevailing Wage Differential	Actual			$ 44,000.00
Construction Office	20	Mo.	$2,000.00	$ 40,000.00
Mileage	0	Mi.	$0.625	$ -
Miscellaneous Field Supplies	Actual			$ 1,311.13
Reproduction	Actual			$ 300.00
Profilograph - Jamie Gunderson/JRG Profile	1	LS	$5,100.00	$ 5,100.00

l) **TOTAL OTHER DIRECT COSTS** **$ 183,111.13**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Area West Environmental, Inc.	$ 123,370.35
Subconsultant 2:	Pavement Engineering, Inc.	$ 161,003.41
Subconsultant 3:	Webster Engineering, Inc.	$ 389,091.23
Subconsultant 4:	Illingworth & Rodkin, Inc.	$ 27,671.18
Subconsultant 5:	UNICO Engineering, Inc.	$ 42,638.48

(m) TOTAL SUBCONSULTANS' COSTS **$ 743,774.65**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 926,885.78**
TOTAL COST [(c) + (j) + (k) + (n)] **$ 2,584,000.00**

NOTES:
1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

Cost Proposal

	Project Number: OP C221371CA	Project Name: Tehama County - Evergreen Road Bridge CM								
	TASKS	Principal Engineer	Construction Manager **	Resident Engineer **	Structure Representative **	Construction Manager **	Construction Inspector, Group 2 **	Office Engineer	**Consor Total Hours**	**Subconsultants**
		MBH	NLM	JKT	SE	NC	CIG2	STOE		
Construction Administration & Inspection										
1	Pre Construction (Consor)	1	8	80	40			2	131	
2A	Construction (Consor)	24	592	2780	1760	120	1520	80	6876	
2B	Construction (Webster)								0	$ 339,729.28
3	CPM Schedule Review (Webster)								0	$ 12,154.45
4A	Environmental Oversight (AWE)								0	$ 123,370.35
4B	Hydroacoustic Monitoring Oversight (I&R)								0	$ 27,671.18
5	Materials Sampling and Testing (PEI)								0	$ 158,843.41
6	Labor Compliance (Webster)								0	$ 37,207.50
7	Survey Verification (UNICO)								0	$ 42,638.48
8	Profilograph (JRG)								0	
9	Post Construction (Consor)	1	32	120	40			2	195	
	Subtotal- Hours	**26**	**632**	**2980**	**1840**	**120**	**1520**	**84**	**7202**	**$ 741,614.65**

** Classification Subject to Prevailing Wage								**Totals**
Prevailing Wage Differential (PWD) hourly rate	$0.00	$0.00	$0.00	$0.00	$0.00	$25.00	$0.00	
PWD Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00	$38,000.00	$0.00	$38,000.00
PWD Estimated Payroll Taxes and Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$5,947.00	$0.00	$5,947.00
								$43,947.00
								$ 44,000.00

COST PROPOSAL 1
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant: Consor | Contract No.: TBD | Date: 12/22/2022

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
Year 1 (2023)	$ 565,278.60	/	7,202	=	$78.49	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	$78.49	+	5.0%	=	$82.41	Year 2 Avg Hourly Rate
Year 2 (2024)	$82.41	+	5.0%	=	$86.53	Year 3 Avg Hourly Rate
Year 3 (2025)	$86.53	+	5.0%	=	$90.86	Year 4 Avg Hourly Rate
Year 4 (2026)	$90.86	+	5.0%	=	$95.40	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	7202	=	3601	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	7202	=	3601	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	7202	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	7202	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	7202	=	0	Estimated Hours Year 5
Total	100%		Total	=	7202	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	$78.49	*	3601	=	$282,639.30	Estimated Hours Year 1
Year 2 (2024)	$82.41	*	3601	=	$296,771.27	Estimated Hours Year 2
Year 3 (2025)	$86.53	*	0	=	$0.00	Estimated Hours Year 3
Year 4 (2026)	$90.86	*	0	=	$0.00	Estimated Hours Year 4
Year 5 (2027)	$95.40	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$579,410.57	
Direct Labor Subtotal before escalation	=	$565,278.60	
Estimated total of Direct Labor Salary Increase	=	**$14,131.97**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

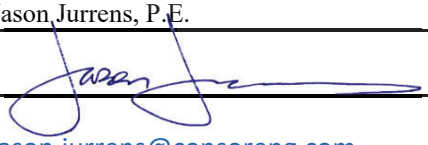
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Jason Jurrens, P.E. Title*: Regional Manager

Signature:  Date of Certification (mm/dd/yyyy): 12/22/2022

Email: jason.jurrens@consoreng.com Phone Number: (916) 368-9181

Address: 11017 Cobblerock Drive Suite 100 Rancho Cordova, CA 95670

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Construction administration & inspection

consor

Tehama County - Evergreen Road Bridge CM

Year 2023 Hourly Rates

Rates are effective January 1, 2023 through December 31, 2023

Labor by Classification	Hourly Rate
Principal Engineer	$80 - $120
Construction Manager	$65 - $100
Resident Engineer **	$60 - $100
Structure Representative **	$60 - $100
Construction Inspector (Group 1) */**	$50 - $100
Construction Inspector (Group 2) */**	$48 - $98
Construction Inspector (Group 3) */**	$40 - $90
Construction Inspector (Group 4) */**	$34 - $84
Senior Engineer	$60 - $100
Associate Engineer	$40 - $80
Engineering Designer I	$30 - $50
Engineering Designer II	$36 - $66
Project Manager Assistant	$40 - $65
Office Engineer	$40 - $65
Surveying	
Survey Manager	$60 - $90
Project Surveyor */**	$40 - $70

Overhead Rate	160.00%

Other Direct Costs				
Staff Computers and Cell Phones		Included in Overhead		
Staff Assigned Vehicles		Included in Overhead		
Home Office		Included in Overhead		
Project Specific Construction Office		Cost		
Construction Office Expenses (internet, utilities, etc.)		Cost		
Mileage (when not Staff Assigned Vehicles)		Current Federal Rate ($0.625/mi.)		
Other Travel and Rental Vehicles		Cost		
Subconsultants		Cost		
Short Term Per Diem	up to	$200	per day	
Long Term Per Diem (DIR Daily Rate)		$120	per day	(no reciepts required)
Prevailing Wage Differential**		Cost		
Miscellaneous (field supplies, delivery, copying, etc.)		Cost		

Fee	
Labor + Overhead	10%
Other Direct Costs	0%

Notes:

*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.
**Prevailing Wage may apply for field duties related to construction inspection and survey services.
Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.
Other Direct Costs to be invoiced at actual cost plus fee.
The Client and Consor agree that the Indirect Cost Rate shall remain unchanged for a multi-year contract
All rates subject to an annual escalation of up to 5% per year

QUOTATION

Jamie Gunderson
P.O. Box 400446
Las Vegas, Nevada 89147
TID# 81-5416705
702.493.9037 Phone
jamiegunderson@gmail.com

11/30/2022

Consor Engineers
11017 Cobblerock Drive , Suite 100
Rancho Cordova, CA 95670

Tehama County - Evergreen Road Bridge Replacement Project

ATTN: **Leland Mason**
Project Manager

ITEM	DESCRIPTION		TOTAL COST
	MOBILIZATIONS	1 ea	$ 700.00
	547 California Style Profilograph		
	PROFILOGRAPH **W/MUST GRIND LAYOUT**	1 ea day	$ 2,200.00
	PDF FILES FOR INITIAL AND PASSING RESULTS		
	Rerun (1 Additional Day)		$ 2,200.00
	TOTAL		$ 5,100.00

Excludes
Bond, Permits, Traffic Control, Dust Pallet,

Includes:
Labor ,equipment, and material to complete the items listed above to Project Specifications
LABOR, MATERIALS.

Submitted By: **JAMIE GUNDERSON**

Accepted By: _____

COST PROPOSAL FORM

Cost-Plus-Fixed Fee / Lump Sum / Key Item / Hourly Rate / Time and Materials / Other

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant PAVEMENT ENGINEERING INC.

Project No. MP22-646 Contract No. BRLOZB-5908(025) Date 1/3/2023

DIRECT LABOR

Classification	Employee Name	Actual Hours	Actual Rate	Proposed Rate	Total
SENIOR ENGINEER	WILLIAM LONG*	5	$80-$100	$90.00	$ 450.00
ASSISTANT ENGR/CNSTR. MGR	SCOTT LONG*	60	$40-$65	$42.07	$ 2,524.20
LABORATORY MANAGER	CRAIG LONG*	40	$65-$80	$70.19	$ 2,807.60
TECH CONCRETE	ALEX LONG**	120	$65-$80	$73.31	$ 8,797.20
TECH CONCRETE	BOBBY NIXA**	40	$65-$80	$73.31	$ 2,932.40
TECH CONCRETE	TREVOR HALL**	120	$65-$80	$73.31	$ 8,797.20
TECH HMA	JEFF GILBREATH**	48	$75-$90	$79.28	$ 3,805.44
TECH HMA	DREW WIDLER**	48	$75-$90	$79.28	$ 3,805.44
TECH SOILS/AB	ALEX LONG**	40	$75-$90	$79.28	$ 3,171.20
TECH SOILS/AB	BOBBY NIXA**	30	$75-$90	$79.28	$ 2,378.40
TECH SOILS/AB	TREVOR HALL**	40	$75-$90	$79.28	$ 3,171.20
TECH PLANT	CLINT ROGERS	80	$20-$40	$24.00	$ 1,920.00
CLERICAL	WENDI DRUMHEISER	10	$35-$50	$43.27	$ 432.70
	subtotal:	681		subtotal:	$ 44,992.98

DIRECT COSTS

a) Subtotal Direct Labor Costs	$	44,992.98
b) Anticipated Salary Increases		$1,124.82
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		46,117.80

INDIRECT COSTS

d) Fringe Benefits	(Rate: 22.00%)	e) Total Fringe Benefits [(c) x (d)]	$	10,145.92
f) Overhead	(Rate: 30.00%)	g) Overhead [(c) x (f)	$	13,835.34
h) General and Administrative	(Rate: 15.00%)	i) Gen & Admin [(c) x (h)]	$	6,917.67
		j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		31,898.93

Fee or Profit

k) FEE / PROFIT [(c) + (j)]* fixed fee 10%]		7,801.67

OTHER DIRECT COSTS (ODC) - Identify all items applicable to the cost proposal construction of the project (e.g. travel, per diem, reproduction, supplies, etc.)

Description	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)	3000	Mi.	$0.625	$ 1,875.00
PEI laboratory costs per attached Proposed Quantity of Tests and 2023/2024 Rate Schedules	1	Actual	$55,510.00	$ 55,510.00
MPE laboratory costs per attached Proposed Quantity of Tests and 2023/2024 Rate Schedules	1	Actual	$12,900.00	$ 12,900.00
Dynamic Pile Testing (TBD)	1	Actual	$6,000.00	$ 6,000.00

l) TOTAL OTHER DIRECT COSTS $ 76,285.00

TOTAL COST [(c) + (j) + (k) + (l)] 132,104.40

TOTAL COST [(c) + (j) + (k) + (n)] 132,104.40

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

PROPOSED Quantity of Tests (actual tests to be billed per attached rate schedules)

SUB CONSULTANT MPE

Classification/Title	No. of Tests	Cost Per Test	Total
SENIOR ENGINEERING TECHNICIAN INSPECTION REBAR & CONNECTIONS	20	$135.00	$ 2,700.00
REBAR TENSILE LAB	10	$200.00	$ 2,000.00
CONNECTIONS	20	$410.00	$ 8,200.00
		SUBONSULTANT TOTAL:	$ 12,900.00

PEI LAB
CONCRETE LAB TESTING

Classification/Title	No. of Tests	Cost Per Test	Total
CONCRETE CYLINDERS	250	$35.00	$ 8,750.00
CTM 202 COARSE GRADATION	32	$90.00	$ 2,880.00
CTM 202 FINE GRADATION	32	$100.00	$ 3,200.00
CTM 217 SAND EQUIVALENT	32	$140.00	$ 4,480.00
CTM 227 CLEANNESS VALUE	32	$225.00	$ 7,200.00
CTM 226 AGGREGATE MOISTURE	32	$65.00	$ 2,080.00
		CONCRETE LAB SUBTOTAL:	$ 28,590.00

SOILS AND AGGREGATE BASE LAB TESTING

Classification/Title	No. of Tests	Cost Per Test	Total
CTM 216 MOISTURE DENSITY CURVE SOIL AND AB	25	$265.00	$ 6,625.00
CTM 301 AB - R-VALUE	2	$375.00	$ 750.00
AB QUALIFICATION (AASHTO T27, CTM 301, AASHTO T210, AASHTO T176)	1	$725.00	$ 725.00
AB GRADATION COMBINED	24	$150.00	$ 3,600.00
AB SAND EQUIVALENT	24	$140.00	$ 3,360.00
		SOILS AND AB SUBTOTAL:	$ 15,060.00

HMA LAB TESTING

Classification/Title	No. of Tests	Cost Per Test	Total
PRODUCTION START-UP	2	$2,750.00	$ 5,500.00
HMA MIX TESTS	4	$650.00	$ 2,600.00
AASHTO T308 OIL CONTENT	4	$190.00	$ 760.00
AASHTO T176 SAND EQUIVALENT	4	$140.00	$ 560.00
AASHTO T27 COMBINED GRADATION	4	$150.00	$ 600.00
AASHTO T30 RAP GRADATION	4	$190.00	$ 760.00
AASHTO T166 CORES	24	$45.00	$ 1,080.00
		HMA SUBTOTAL:	$ 11,860.00

LABORATORY AND SUBCONSULTANT TOTAL:	$ 68,410.00

Exhibit 10-H1 Cost Proposal

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant PAVEMENT ENGINEERING INC. Contract No. BRLOZB-5908(025) Date 1/3/2023

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
$ 44,992.98	/	681	=	$66.07	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	$66.07	+	5.0%	=	$69.37	Year 2 Avg Hourly Rate
Year 2 (2024)	$69.37	+	5.0%	=	$72.84	Year 3 Avg Hourly Rate
Year 3 (2025)	$72.84	+	5.0%	=	$76.48	Year 4 Avg Hourly Rate
Year 4 (2026)	$76.48	+	5.0%	=	$80.31	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	681	=	340.5	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	681	=	340.5	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	681	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	681	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	681	=	0	Estimated Hours Year 5
Total	100%		Total	=	681	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	$66.07	*	340.5	=	$22,496.49	Estimated Hours Year 1
Year 2 (2024)	$69.37	*	340.5	=	$23,621.31	Estimated Hours Year 2
Year 3 (2025)	$72.84	*	0	=	$0.00	Estimated Hours Year 3
Year 4 (2026)	$76.48	*	0	=	$0.00	Estimated Hours Year 4
Year 5 (2027)	$80.31	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$46,117.80	
Direct Labor Subtotal before escalation	=	$44,992.98	
Estimated total of Direct Labor Salary Increase	=	**$1,124.82**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: William J. Long, P.E. Title*: CEO

Signature: Date of Certification (mm/dd/yyyy): 1/3/2023

Email: BillL@PavementEngineering.com Phone Number: (530) 604-4931

Address: 20260 Skypark Drive, Redding, CA 96002

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

PEI will be providing materials testing and special inspection for soils, concrete, rebar, asphalt concrete and aggregate base.

Pavement Engineering Inc.
Redding • Sacramento • San Luis Obispo
Concord • Santa Clarita

2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

Aggregate Testing for HMA, Soils, and Concrete	ASTM	AASHTO	Caltrans	Fee
Sieve Analysis: Coarse and Fine with wash	C 136	T 27	202	$150
Sieve Analysis: Coarse Only	C 136	T 27	202	$90
Sieve Analysis: Fine Only	C 136	T 27	202	$100
Sieve Analysis: Ignition Extraction Sample	D 5444	T 30	202-A	$160
Sieve Analysis: Solvent Extraction Sample	D 5444	T 30	202-A	$160
Sieve Analysis: RAP Extracted Sample	D6307 / D5444	T 308 / T 30	382 / 202	$190
Sand Equivelant	D 2419	T 176	217	$140
Durability: Coarse Aggregate	D 3744	T 210	229	$260
Durability: Fine Aggregate	D 3744	T 210	229	$200
Cleanness Value			227	$225
Specific Gravity: Fine Aggregate	C 128	T 84	207	$300
Specific Gravity: Coarse Aggregate	C 127	T 85	206	$165
Specific Gravity: Apparent			208	$150
Crushed Particles: Coarse Aggregate (One and Two Face)	D 5821	T 335	205	$180
Crushed Particles: Fine Aggregate (One Face only)	D 5821	T 335	205	$120
Flat and Elongated Particles	D 4791		235	$200
Aggregate Moisture Content	C 566	T 255	226	$65
Clay Lumps & Friable Particles	C 142			$125
Fine Aggregate Angularity (FAA) *May require Fine Specific Gravity	C 1252	T 304	234	$200
Organic Impurities	C 40			$125
Abraision Resistance LA Rattler	C 131 / 535	T 96	211	$240
Resistance Value (R-value)	D 2844		301	$375
Sodium Sulfate Soundness	C 88	T 104	214	$500
Centrifuge Kerosene Equivelant: Coarse			303	$175
Centrifuge Kerosene Equivelant: Fine			303	$175

Soils	ASTM	AASHTO	Caltrans	Fee
Sieve Analysis: Fine Graded Soils	D 6913	T27	202	$150
Plasticity Index *Includes Liquid and Plastic Limit	4318 / 2487	T 89 / 90	204	$330
Liquid Limit (Atterberg Limits)	D 4318	T 89	204	$220
Plastic Limit (Atterberg Limits)	D 4318	T 90	204	$120
Moisture Density: Standard Proctor	D 698	T 99		$275
Moisture Density: Modified Proctor	D 1557	T 180		$275
Relative Compaction (California Density Tube)			216	$265
Resistance Value (R-Value)	D 2844	T 190	301	$375
Resistance Value (R-Value) Treated Soil or Base	D 2844	T 190	301	$425
Sand Equivelant	D 2419	T 176	217	$140
PH of Soils	D 4972	T 289		$70

Pavement Engineering Inc.
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2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

Hot Mix Asphalt - Hveem Method	ASTM	AASHTO	Caltrans	Fee
HMA Mix Tests - Complete Set with Air Voids		set	Set	$600
HMA Mix Tests - Bulk Specifc Gravity Only	1561/2726	T 247/166	304, 308	$375
HMA Mix Tests - Stability Only	1561/1560	T 247/246	304, 366	$375
Maximum Specific Gravity	D2041	T 209	309	$170
Core Unit Weight - Field Specimen	D2726	T 166	308	$40
Asphalt Content Ignition Method	D6307	T 308	382	$190
Ashphalt Content Oven Correction	D6307	T 308	382	$500
Asphalt Binder Content - Chemical Extraction Method	D 2172		Method B	$350
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	$1,250

Hot Mix Asphalt - Marshall Method	ASTM	AASHTO	Caltrans	Fee
HMA Mix Tests - Complete Set with Air Voids	set	set		$625
HMA Mix Tests - Flow and Stability Only	D 1559	T 245		$425
HMA Mix Tests - Bulk Specifc Gravity Only	D 1559	T 245/269		$350
Maximum Specific Gravity	D2041	T 209	309	$170
Core Unit Weight - Field Specimen	D2726	T 166	308	$40
Asphalt Content	D6307	T 308	382	$190
Ashphalt Content Oven Correction	D6307	T 308	382	$500
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	$1,250
Asphalt Pavement Analyzer (APA)		T 340		$4,000

Hot Mix Asphalt - Gyatory Method	ASTM	AASHTO	Caltrans	Fee
HMA Mix Tests - Complete Set		set		$650
RHMA Mix Tests - Complete Set (Includes 1 hour hold times)		set		$700
Maximum Specific Gravity	D2041	T 209	309	$165
Core Unit Weight - Field Specimen	D2726	T 166	308	$40
Asphalt Binder Content - Ignition Method	D6307	T 308	382	$190
Ashphalt Content Oven Correction	D6307	T 308	382	$500
Asphalt Binder Content - Chemical Extraction Method	D 2172		Method B	$350
Hamburg Wheel Track		T 324	389	$950
Tensile Strength Ratio (TSR) - Plant Produced	D4867	T 283	371	$950
Tensile Strength Ratio (TSR) - Laboratory Produced	D4867	T 283	371	$1,250
Asphalt Pavement Analyzer (APA)		T 340		$4,000

Pavement Engineering Inc.
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2023/2024 Laboratory Fee Schedule

Effective from January 1, 2023 until further notice. Field tests and QC/QA Testing provided by Quote

HMA Mix Design - Hveem Method	Fee
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	$500
HMA Mix Design - Update *Allowed on PEI original mix designs older than 24 Months * Max 1.	$1,750
HMA Mix Design - CEM 3513 JMF Verification *Requires Plant produced mix.	$3,200
2006 Standard Coarse / Medium / Max Including all aggregate and Mix Tests	$3,600
2010 Standard HMA Includes complete CEM 3511 and CEM 3512 (TSR + Hamburg Separate)	$4,000

HMA Mix Design - Marshall Method	Fee
Marshall HMA Mix Design Base - FHWA, ACCE, and other standard specs	$4,400
Marshall HMA Mix Design Custom - Speciality Specifications and Projects	$4,700

HMA Mix Design - Gyratory Method	Fee
HMA Mix Design - Admin Review *Allowed on PEI original mix designs less than 24 months old	$500
HMA Mix Design - Update *Allowed on PEI original mix designs older than 24 Months * Max 1.	$1,850
HMA Mix Design - CEM 3513SP JMF Verification *Requires Plant produced mix.	$3,500
2018 Superpave JMF HMA Includes complete CEM 3511 and CEM 3512 (TSR + Hamburg Separate)	$5,700
HMA Mix Design - LP-9 Data - For a PEI Mix Design	$1,000
HMA Mix Design - JMF Verification TSR and Hamburg for design completion	$1,800
Asphalt Pavement Analyzer (APA) - Lab Produced for 3 tests	$5,000

Concrete	ASTM	AASHTO	Caltrans	Fee
6" x 12" or 4" x 8" Cylinder: Compression Strength (Per Cylinder)	C 39			$35
6" x 6" x 18" Flexural Bream	C 78 / 293			$100
6" x 6" x 30" Flexural Bream				$105
Concrete Trail Batch (Slump Test, Unit Weight, Air, and 6 Cylinders)	Various			$850
Concrete Technician - Half Day Rate	Various			quote
Concrete Technician - Full Day Rate	Various			quote
Cylinder Pick-Up Only Trip - Within 20 miles of PEI Office				$110

Concrete Cylinder Casting, Air Meter, Slump Test, Kelly Ball, and Unit Weight completed under daily field rates.

MID PACIFIC ENGINEERING, INC.
2023/2024 Prevailing Wage Schedule of Fees – Redding Office

LABORATORY TESTING

Soil and Aggregate

	Rate per Test
Absorption of Sand or Gravel	$80
Aggregate Unit Weight	$75
Aggregate Crushed Particles	$125
Atterberg Limits	$200
California Impact Method 216	$275
Compaction Curve	$280
Consolidation Test	$655
Corrosion Testing	$185
Direct Shear Test	$180
Durability	$210
Expansion Index	$210
Grain Size Analysis - Total Sieve (200, Fine and Coarse)	$275
Grain Size Analysis - Fine or Coarse Sieve	$130
Grain Size Analysis - Soils Finer than No. 200	$120
Grain Size Analysis - Hydrometer	$200
Moisture Content	$50
Permeability	$440
Resistance Value - Untreated	$385
Resistance Value - Treated with Lime or Cement	$440
Sand Equivalent	$180
Specific Gravity	$150
Triaxial Shear - Undisturbed	$435
Triaxial Shear - Remolded	$530
Unconfined Compression Test	$145
Unit Weight and Moisture Content - Undisturbed Sample	$55
Unit Weight and Moisture Content - Loose Sample	$80

Concrete and Masonry

Compression Testing - Concrete 4x8 or 6x12	$40
Compression Testing - Grout, Mortar or CLSM	$55
Compression Testing - Masonry Unit or Brick	$75
Compression Testing - Masonry Prism	$220
Compression Testing - Concrete Core Including Trimming	$65
Compression Testing – Shotcrete Core	$70
Compression Testing - Hold Sample	$35
Flexural Strength – 6" x 6" concrete beam	$150
Length Change of Hardened Concrete - Batching, Compression Testing and Shrinkage Measurement	$1325
Length Change of Hardened Concrete - Shrinkage Measurement	$465
Masonry Unit Linear Shrinkage, Absorption and Moisture	$585
Splitting Tensile Test – 6" x 12" Cylinders	$75
Trial Batch – Compression Testing set of 5	$700

Reinforcing and Structural Steel

Anchor Bolt or Prestressing Strand Tensile Strength	$100
Fire Proofing Unit Weight	$70
Machining of Special Fittings, Fixtures or Tensile Coupons - per hour	$100
Rebar Tensile and Bend 1 - 7 bar	$145
Rebar Tensile and Bend 8 - 14 bar	$200
Structural Bolt Set Tensile and Hardness	$410

Please contact our office for laboratory testing not listed on this fee schedule — Quote

COST PROPOSAL 1
Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Area West Environmental, Inc**
Tehama Co - Evergreen
Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal/Senior Biologist	*	Becky Rozumowicz-K	90	$30-$110	$76.41	$ 6,876.90
Senior Biologist		Samantha Morford	138	$30-$110	$39.00	$ 5,382.00
Senior Biologist		Matt Rogers	410	$30-$110	$41.00	$ 16,810.00
Senior Biologist/Archaeologist		Mary Bailey	58	$30-$110	$60.00	$ 3,480.00
Biologist		Kim Mays	16	$15-$65	$32.00	$ 512.00
Biologist		Rachel Freund	12	$15-$65	$32.00	$ 384.00
Biologist		Art Richardson	0	$15-$65	$32.00	$ -
Biologist		Colena Sankbeil	0	$15-$65	$28.00	$ -
Biologist		Katheryn Pitkin	2	$15-$65	$28.00	$ 56.00
Project Controls		Christine Hinkley	40	$15-$65	$33.50	$ 1,340.00
Technician		Elizabeth Brown	48	$15-$65	$25.50	$ 1,224.00
Water Quality Specialist		Staff	0	$30-$110	$70.00	$ -
Project Accountant		Staff	0	$15-$65	$40.00	$ -
Archeological Lead		Staff	0	$30-$110	$70.00	$ -
Archeologist II		Staff	0	$15-$65	$40.00	$ -
Technician		Staff	0	$15-$65	$40.00	$ -
GIS		Staff	0	$30-$110	$70.00	$ -
		subtotal	814		subtotal	$ 36,064.90

LABOR COSTS

a) Subtotal Direct Labor Costs $ 36,064.90
b) Anticipated Salary Increases $ 901.62

c) **Total Direct Labor Costs** [(a) + (b)] **$ 36,966.52**

INDIRECT COSTS

d) Fringe Benefits (Rate: 46.70%) e) Total Fringe Benefits [(c) x (d)] $ 17,263.37
f) Overhead (Rate: 114.37%) g) Overhead [(c) x (f) $ 42,278.61
h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 59,541.98**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 9,650.85**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)	13448	Mi.	$0.625	$ 8,405.00
Travel Expenses (with receipt)			at cost	$ 8,756.00
Pin flags	1	100 pack	$20.00	$ 20.00
Flagging	6	roll	$5.00	$ 30.00

l) **TOTAL OTHER DIRECT COSTS** **$ 17,211.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)
Subconsultant 1:

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 17,211.00**
TOTAL COST [(c) + (j) + (k) + (n)] **$ 123,370.35**

NOTES:
1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

COST PROPOSAL 1

Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts

(Calculations for Anticipated Salary Increases)

Consultant: Area West Environmental, Inc | Contract No.: TBD | Date: 12/22/2022

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
Year 1 (2023)	$ 36,064.90	/	814	=	$44.31	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	$44.31	+	5.0%	=	$46.52	Year 2 Avg Hourly Rate
Year 2 (2024)	$46.52	+	5.0%	=	$48.85	Year 3 Avg Hourly Rate
Year 3 (2025)	$48.85	+	5.0%	=	$51.29	Year 4 Avg Hourly Rate
Year 4 (2026)	$51.29	+	5.0%	=	$53.85	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	814	=	407	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	814	=	407	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	814	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	814	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	814	=	0	Estimated Hours Year 5
Total	100%		Total	=	814	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	$44.31	*	407	=	$18,032.45	Estimated Hours Year 1
Year 2 (2024)	$46.52	*	407	=	$18,934.07	Estimated Hours Year 2
Year 3 (2025)	$48.85	*	0	=	$0.00	Estimated Hours Year 3
Year 4 (2026)	$51.29	*	0	=	$0.00	Estimated Hours Year 4
Year 5 (2027)	$53.85	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$36,966.52	
Direct Labor Subtotal before escalation	=	$36,064.90	
Estimated total of Direct Labor Salary Increase	=	**$901.62**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Becky Rozumowicz-Kodsuntie Title*: President

Signature: Becky Rozumowicz Date of Certification (mm/dd/yyyy): 12/22/2022

Email: becky@areawest.net Phone Number: (916) 987-3362

Address: Area West Environmental, Inc., 6248 Main Avenue, Suite C, Orangevale, CA 95662

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental Compliance

COST PROPOSAL 1
Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Webster Engineering, Inc**
Tehama Co - Evergreen
Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Engineer/Office Engineer/Inspector**	*	Katherine Webster	200	$40-$85	$75.00	$ 15,000.00
Office Engineer	*	Brandon LaChance	2560	$40-$60	$40.00	$ 102,400.00
Field Inspector**	*	Brandon LaChance	640	$54-$75	$54.00	$ 34,560.00
Project Scheduler	*	Mat Barnes	70	$60-$80	$70.00	$ 4,900.00
Field Inspector**		Staff		$54-$75	$65.00	$ -
Labor Compliance Officer		Staff		$40-$60	$60.00	$ -
Office Engineer		Staff		$40-$60	$50.00	$ -
Assistant Resident Engineer		Staff		$45-$75	$55.00	$ -
						$ -
						$ -
		subtotal	3470		subtotal	$ 156,860.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 156,860.00
b) Anticipated Salary Increases $ 3,921.50
c) **Total Direct Labor Costs** [(a) + (b)] **$ 160,781.50**

INDIRECT COSTS

d) Fringe Benefits (Rate: 60.00%) e) Total Fringe Benefits [(c) x (d)] $ 96,468.90
f) Overhead (Rate: 60.00%) g) Overhead [(c) x (f) $ 96,468.90
h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 192,937.80**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 35,371.93**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)		Mi.	$0.625	$ -
DIR Susbsistence		Day	$120.00	$ -
Full Size Plan Sheets		Sheet	$4.00	$ -
				$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:
Subconsultant 2:

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ -**
TOTAL COST [(c) + (j) + (k) + (n)] **$ 389,091.23**

NOTES:
1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

COST PROPOSAL 1
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant WeEster vnmineerinm, Inc Contract No. TBD Date 12/22/2022

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct LaEor Subtotal per Cost broposal		Total P ours per Cost broposal		AHmP ourly g ate	**Contract Duration**
Rear 1 (202Y)	3 1$6,460.00	/	Y,980	=	39$.20	Rear 1 AHmP ourly g ate

	AHmP ourly g ate		broposed vscalation			
Rear 1 (202Y)	39$.20	+	$.05	%	398.96	Rear 2 AHmP ourly g ate
Rear 2 (2029)	398.96	+	$.05	%	39=.49	Rear Y AHmP ourly g ate
Rear Y (202$)	39=.49	+	$.05	%	3$2.YY	Rear 9 AHmP ourly g ate
Rear 9 (2026)	3$2.YY	+	$.05	%	3$9.=$	Rear $ AHmP ourly g ate

Y. Calculate estih ated M6urs per year (* ultiply estih ate 5 eacM period Ey total M6urs)

	vstih ated 5 Coh pleted vacM beriod		Total P ours per Cost broposal		Total P ours per beriod	
Rear 1 (202Y)	$0.005	7	Y980	%	18Y$	vstih ated P ours Rear 1
Rear 2 (2029)	$0.005	7	Y980	%	18Y$	vstih ated P ours Rear 2
Rear Y (202$)	0.005	7	Y980	%	0	vstih ated P ours Rear Y
Rear 9 (2026)	0.005	7	Y980	%	0	vstih ated P ours Rear 9
Rear $ (2028)	0.005	7	Y980	%	0	vstih ated P ours Rear $
Total	1005		Total	%	Y980	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	AHmP ourly g ate (calculated aEoHe)		vstih ated P ours (calculated aEoHe)		Cost ber beriod	
Rear 1 (202Y)	39$.20	*	18Y$	=	384,9Y0.00	vstih ated P ours Rear 1
Rear 2 (2029)	398.96	*	18Y$	=	342,Y$1.$0	vstih ated P ours Rear 2
Rear Y (202$)	39=.49	*	0	=	30.00	vstih ated P ours Rear Y
Rear 9 (2026)	3$2.YY	*	0	=	30.00	vstih ated P ours Rear 9
Rear $ (2028)	3$9.=$	*	0	=	30.00	vstih ated P ours Rear $

Total Direct LaEor Cost witM vscalation	=	3160,841.$0	
Direct LaEor SuEtotal Ee fore escalation	=	31$6,460.00	
vstih ated total of Direct LaEor Salary Increase	=	**$3,921.50**	Transfer to bame 1

NOTvS:

1. TMis is not tMe only way to estih ate salary increases. OtMer h etMods will Ee accepted if tMey clearly indicate tMe 5 increase, tMe # of years of tMe contract, and a Ereakdown of tMe laEor to Ee perforh ed eacM year.
2. An estih ation tMat is Eased on direct laEor h ultiplied Ey salary increase 5 h ultiplied Ey tMe # of years is not acceptaEle. (i.e. 32$0,000 x 25 x $ yrs %32$,000 is not an acceptaEle h etModolomy.)
Y. TMis assuh es tMat one year will Ee worked at tMe rate on tMe cost proposal Ee fore salary increases are mranted.
9. Calculations for anticipated salary escalation h ust Ee proHided.

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Katherine Webster Title*: Owner/Engineer

Signature: Date of Certification (mm/dd/yyyy): 12/22/2022

Email: katherine@websterengineering.net Phone Number: 916-521-6932

Address: P.O. Box 2214, Placerville, CA 95667

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Assistant RE, Office Engineering, Inspection, Schedule Review, Labor Compliance Review

COST PROPOSAL 1
Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Illingworth & Rodkin, Inc**
Tehama Co - Evergreen
Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Principal		James A. Reyff	56	$80-$110	$96.29	$ 5,392.24
Staff Consultant		Adwait Ambaskar	119	$30-$65	$39.10	$ 4,652.90
Staff Consultant		Micah Black	20	$30-$65	$34.98	$ 699.60
Staff Consultant		Staff		$30-$65	$40.00	$ -
						$ -
						$ -
		subtotal	195		subtotal	$ 10,744.74

LABOR COSTS

a) Subtotal Direct Labor Costs $ 10,744.74
b) Anticipated Salary Increases $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 10,744.74**

INDIRECT COSTS

d) Fringe Benefits (Rate: 59.68%) e) Total Fringe Benefits [(c) x (d)] $ 6,412.46
f) Overhead (Rate: 60.48%) g) Overhead [(c) x (f) $ 6,498.42
h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 12,910.88**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 2,365.56**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage (current federal rate)	1200	Mi.	$0.625	$ 750.00
Travel Expenses (with reciept)	1	Actual	$900.00	$ 900.00
				$ -
				$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 1,650.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:
Subconsultant 2:

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,650.00**
TOTAL COST [(c) + (j) + (k) + (n)] **$ 27,671.18**

NOTES:
1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

COST PROPOSAL 1
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant: Illingworth & Rodkin, Inc Contract No.: TBD Date: 12/22/2022

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
Year 1 (2023)	$ 10,744.74	/	195	=	$55.10	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	$55.10	+	5.0%	=	$57.86	Year 2 Avg Hourly Rate
Year 2 (2024)	$57.86	+	5.0%	=	$60.75	Year 3 Avg Hourly Rate
Year 3 (2025)	$60.75	+	5.0%	=	$63.79	Year 4 Avg Hourly Rate
Year 4 (2026)	$63.79	+	5.0%	=	$66.98	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	100.00%	*	195	=	195	Estimated Hours Year 1
Year 2 (2024)	0.00%	*	195	=	0	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	195	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	195	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	195	=	0	Estimated Hours Year 5
Total	100%		Total	=	195	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	$55.10	*	195	=	$10,744.74	Estimated Hours Year 1
Year 2 (2024)	$57.86	*	0	=	$0.00	Estimated Hours Year 2
Year 3 (2025)	$60.75	*	0	=	$0.00	Estimated Hours Year 3
Year 4 (2026)	$63.79	*	0	=	$0.00	Estimated Hours Year 4
Year 5 (2027)	$66.98	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$10,744.74	
Direct Labor Subtotal before escalation	=	$10,744.74	
Estimated total of Direct Labor Salary Increase	=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: James A .Reyff Title*: Principal

Signature: Date of Certification (mm/dd/yyyy): 12/22/2022

Email: jreyff@illingworthrodkin.com Phone Number: 707-794-0400

Address: 429 E Cotati Ave. Cotati, CA 94931

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Acoustical consulting services

COST PROPOSAL 1

Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **UNICO Engineering, Inc**

Tehama Co - Evergreen

Project No. Road Bridge CM Contract No. TBD Date 12/22/2022

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Survey Manager		Rob Markes	16	$65-$90	$80.00	$ 1,280.00
Party Chief		Tim Pringle	80	$65-$90	$74.75	$ 5,980.00
Rodman		Tony Perez	80	$65-$90	$71.89	$ 5,751.20
Sr. Land Surveyor		Ryan L. Ming	40	$65-$90	$67.00	$ 2,680.00
Party Chief		Staff		$65-$90	$74.75	$ -
Rodman		Staff		$65-$90	$71.89	$ -
Land Surveyor		Staff		$35-$50	$42.50	$ -
Sr Land Surveyor		Staff		$65-$90	$67.00	$ -
Survey Technician		Staff		$25-$35	$30.00	$ -
						$ -
						$ -
						$ -
		subtotal	216		subtotal	$ 15,691.20

LABOR COSTS

a) Subtotal Direct Labor Costs $ 15,691.20

b) Anticipated Salary Increases $ 392.28

c) **Total Direct Labor Costs** [(a) + (b)] **$ 16,083.48**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ -

f) Overhead (Rate: 135.75%) g) Overhead [(c) x (f) $ 21,833.32

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 21,833.32**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 3,791.68**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem	6	Day	$120.00	$ 720.00
Travel Expenses (with reciept)	6	Actual	$35.00	$ 210.00
				$ -
				$ -

l) **TOTAL OTHER DIRECT COSTS** **$ 930.00**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 930.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 42,638.48**

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

COST PROPOSAL 1
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant: UNICO Engineering, Inc | Contract No.: TBD | Date: 12/22/2022

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

	Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
Year 1 (2023)	$ 15,691.20	/	216	=	$72.64	Year 1 Avg Hourly Rate

	Avg Hourly Rate		Proposed Escalation			
Year 1 (2023)	$72.64	+	5.0%	=	$76.28	Year 2 Avg Hourly Rate
Year 2 (2024)	$76.28	+	5.0%	=	$80.09	Year 3 Avg Hourly Rate
Year 3 (2025)	$80.09	+	5.0%	=	$84.10	Year 4 Avg Hourly Rate
Year 4 (2026)	$84.10	+	5.0%	=	$88.30	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Year 1 (2023)	50.00%	*	216	=	108	Estimated Hours Year 1
Year 2 (2024)	50.00%	*	216	=	108	Estimated Hours Year 2
Year 3 (2025)	0.00%	*	216	=	0	Estimated Hours Year 3
Year 4 (2026)	0.00%	*	216	=	0	Estimated Hours Year 4
Year 5 (2027)	0.00%	*	216	=	0	Estimated Hours Year 5
Total	100%		Total	=	216	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Year 1 (2023)	$72.64	*	108	=	$7,845.60	Estimated Hours Year 1
Year 2 (2024)	$76.28	*	108	=	$8,237.88	Estimated Hours Year 2
Year 3 (2025)	$80.09	*	0	=	$0.00	Estimated Hours Year 3
Year 4 (2026)	$84.10	*	0	=	$0.00	Estimated Hours Year 4
Year 5 (2027)	$88.30	*	0	=	$0.00	Estimated Hours Year 5

Total Direct Labor Cost with Escalation	=	$16,083.48	
Direct Labor Subtotal before escalation	=	$15,691.20	
Estimated total of Direct Labor Salary Increase	=	**$392.28**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology.)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

COST PROPOSAL 1

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cesar Montes de Oca Title*: President

Signature: Date of Certification (mm/dd/yyyy): 12/7/2022

Email: cesar@unicoengineering.com Phone Number: 916-900-6623

Address: 110 Blue Ravine Rd. Ste 101, Folsom CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Survey

EXHIBIT 10-O2: Consultant Contract DBE Information

1. Local Agency:	Tehama County			**2. Contract DBE Goal**	11%
3. Project Description:	Construction Management Services for the Evergreen Road Bridge Replacement Project. FAP BRLOZB-5908(025). Replace the existing Evergreen Road Bridge with a new cast-in-place concrete box girder bridge, existring ACID Canal Bridge with a new cast-in-place concrete slab bridge and construct 4,500' of roadway to connect existing roadway with the new bridges.				
4. Project Location:	Evergreen Road near Cottonwood, CA				
5. Consultant's Name:	Consor North America, Inc.			**6. Prime Consultant DBE:**	☐
7. Total Contract Award Amount	$2,584,000.00	**8. Total Amount for ALL Subconsultants**	$743,774.65	**9. Total Number of ALL Subconsultants:**	5

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Office Engineering; Labor Compliance; Schedule Review; Supplemental Inspection	44316	Name: Webster Engineering Address: 301 Placerville Drive, Suite 1 City, State Zip: Placerville, CA 95667 Phone: (916) 521-6932	$389,091.23
Environmental and Archeological Oversight	32027	Name: Area West Environmental, Inc Address: 7006 Anice Street City, State Zip: Orangevale, CA 95662 Phone: (916) 987-3362	$ 123,370.35
Survey Verification	41342	Name: UNICO Engineering, Inc. Address: 110 Blue Ravine Road, Suite 101, City, State Zip: Folsom, CA 95630 Phone: (916) 900-6632	$ 42,638.48
Local Agency to Complete this Section **20. Local Agency Contract Number:** _____ **21. Federal-Aid Project Number:** _____ **22. Contract Execution Date:** _____		**14. TOTAL CLAIMED DBE PARTICIPATION**	$ 555,100.06 21.5%

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

23. Local Agency Representative's Signature	**24. Date**	**15. Preparer's Signature**	January 10, 2023 **16. Date**
25. Local Agency Representative's Name	**26. Phone**	Leland Mason, PE **17. Preparer's Name**	(916) 368-9181 **17. Phone**
27. Local Agency Representative's Title		Construction Manager **19. Preparer's Title**	

DISTRIBUTION: (1) Original – Local Agency
(2) Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Project Location** - Enter the project location as it appears on the project advertisement.
5. **Consultant's Name** - Enter the consultant's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
8. **Total Dollar Amount for ALL subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. **Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
10. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
13. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. **Total Claimed DBE Participation -** $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %**:** Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
16. **Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. **Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. **Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

20. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed.
23. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
24. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
26. **Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

ATTACHMENT II

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.

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works - Roads

Vendor Name: Consor North America, Inc

Contract Description: Construction management services

APPROVED AS TO FORM:

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

Date: 1/12/23

AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSOR NORTH AMERICA, INC.

The Road Agreement Number 2023-3 dated January 26, 2023, was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and CONSOR NORTH AMERICA, INC. CONSULTANT"), for the purpose of providing Construction Management services on the Evergreen Road Bridge Replacement Project (referred to as "AGREEMENT").

Pursuant to ARTICLE XXI CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
Consor North America, Inc.

The Project Manager for the "CONSULTANT" will be **Leland Mason, P.E.**

The name of the "LOCAL AGENCY" is as follows:
Tehama County, through its Department of Public Works

The Contract Administrator for LOCAL AGENCY will be **Shawn Furtado, P.E. Civil Engineer.**

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

C. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of $170,722.03**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

I. The total amount payable by LOCAL AGENCY including the fixed fee is amended to provide for an increase of $200,752.79 for a total amount of **$2,784,752.79**. In no event shall the maximum compensation including the fixed fee exceed **$2,784,752.79**.

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding the interpretation of the terms of this AGREEMENT and changes thereto, shall be affected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT: Consor North America, Inc.
Leland Mason PE, Project Manager
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
(916) 368-9181

LOCAL AGENCY: Tehama County Public Works
Shawn Furtado PE, Contract Administrator
9380 San Benito Avenue
Gerber, CA 96035
(530)385-1462

All other terms, conditions, and provisions of the Original AGREEMENT shall remain unchanged.

The AGREEMENT and Amendment No. 1 (collectively referred to as the "Modified Agreement"), constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this Amendment No. 1 and the AGREEMENT, the provisions of this Amendment No. 1 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in writing signed by both parties pursuant to ARTICLE XXI CHANGE IN TERMS.

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

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

Carlos Schultz for James N. Simon

Date: 1/30/25

JAMES N. SIMON
DIRECTOR OF PUBLIC WORKS

CONSULTANT

DocuSigned by:
Ian Machan
B62FAGF7DF80416...

Date: 1/27/2025 | 10:58:47 AM EST

IAN MACHAN
EVP - WEST
CONSOR NORTH AMERICA, INC.

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: Consor Agreement, LLC

Document Description: Amendment to Agreement for Construction Management Services on the Evergreen Road Bridge Replacement Project

APPROVED AS TO FORM:

Date: 12/18/24

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

Tehama County

Minutes Certification

File Number: 24-2129 **Enactment Number: ROAD AGR 2025-001**

30. PUBLIC WORKS DEPARTMENT- Director Jim Simon **24-2129**

a) ROAD AGREEMENT - Approval and authorization for the Director to sign Amendment No.1 with Consor Engineering (Road Agreement #2023-03) for the purpose of providing construction management services related to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project; thereby providing funding required for construction management services for the remaining duration of the project **(Requires a 4/5's vote)**.

Public Works Director Jim Simon explained the extension of the road agreement and the cost of the agreement.

In response to Supervisor Walker, Mr. Simon confirmed this comes from State funds and does not come from general funds.

In response to Supervisor Burroughs, Mr. Simon discussed the duration of the South Fork Cottonwood Creek Bridge Replacement.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: ROAD AGR 2025-001

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 1/7/2025.

Attest: Deputy

January 24, 2025
Date Certified

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CONSOR NORTH AMERICA, INC.

The Road Agreement Number 2023-3 dated January 26, 2023 was entered into between the County of Tehama, through its Department of Public Works, (COUNTY) and CONSOR NORTH AMERICA, INC. (CONSULTANT"), for the purpose of providing Construction Management services on the Evergreen Road Bridge Replacement Project (referred to as "AGREEMENT").

Pursuant to ARTICLE XX CHANGE IN TERMS of the AGREEMENT said agreement is hereby amended as follows:

ARTICLE III STATEMENT OF WORK

O. Attachment VI attached hereto is to be amended to and included in the original scope of work which was identified as Attachment I.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a **fixed fee of $183,251.85**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

I. The total amount payable by LOCAL AGENCY including the fixed fee is amended to provide for an increase of $61,779.13 as shown on "Attachment VI" attached hereto. In no event shall the maximum compensation including the fixed fee exceed **$2,846,531.92**.

<<Signatures on the following page>>

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

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

William Pike, P.L.S.
INTERIM DIRECTOR OF PUBLIC WORKS

Date: 7/22/25

CONSULTANT

DocuSigned by:
Ian Machan
B02FACF7DF80446...

Ian Machan
EXECUTIVE VICE PRESIDENT- WEST
CONSOR NORTH AMERICA, INC

Date: 7/18/2025 | 4:27:35 PM EDT

consor

2868 Prospect Park Drive, Suite 250
Rancho Cordova, California, 95670
916.368.9181

Job Stamp:
Evergreen Road Bridge Replacement Project
Tehama County, California
Federal Aid Project No. BRLOZB-5908(025)
County Project No: 316581

May 15, 2025

Mr. Jon McClain, Project Manager
Tehama County Public Works
9380 San Benito Avenue
Gerber, CA 96035

RE: Letter No. TC006 - Budget Augmentation Request No. 2 (Request No. 4)

Dear Mr. McClain,

This document is a summary of the budget expended to date (as of March 31, 2025) for the construction administration and inspection of the Evergreen Road Bridge Replacement Project.

We have identified a shortfall in budget Tasks 2B, and 9 and respectfully request an additional **$61,779.13**, as shown below, to allow us to complete our work. This proposed budget augmentation has been discussed with the County and includes the following tasks and amounts which correspond to the original contract task numbers:

Task	Current Task Budget	Amt Utilized Thru 3/31/2025	Budget Amount Remaining	Amount Reallocated Request	Additional Task Budget Requested	Revised Task Budget	Budget Remaining
Task 1 – Pre-Construction (Consor)	$13,094.60	$13,094.60	$0.00	$0.00	$0.00	$13,094.60	$0.00
Task 2A – Construction (Consor)	$1,754,461.37	$1,750,238.04	$4,223.33	(-$4,223.33)	$0.00	$1,750,238.04	$0.00
Task 2B – Construction (Webster)	$529,318.15	$518,340.38	$10,977.77	+$5,000.00	+$46,709.22	$581,027.37	$62,686.99
Task 3 – CPM Schedule Review (Webster)	$14,177.88	$14,177.88	$0.00	$0.00	$0.00	$14,177.88	$0.00
Task 4A – Environmental Oversight (AWE)	$63,370.35	$57,991.30	$5,379.05	(-$5,000.00)	$0.00	$58,370.35	$379.05
Task 4B – Hydroacoustic Monitoring (I&R)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 5 – Materials Testing (PEI)	$135,828.72	$135,828.72	$0.00	$0.00	$0.00	$135,828.72	$0.00
Task 6 – Labor Compliance (Webster)	$32,561.73	$32,561.73	$0.00	$0.00	$0.00	$32,561.73	$0.00
Task 7 – Survey Verification (UNICO)	$34,651.05	$34,651.05	$0.00	$0.00	$0.00	$34,651.05	$0.00
Task 8 – Profilograph (JLG)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Task 9 – Post-Construction (Consor)	$48,777.81	$2,639.89	$46,137.92	+$4,223.33	+$15,069.91	$68,071.05	$65,431.16
Task 90 – Other Direct Costs (Consor)	$158,511.13	$156,859.37	$1,651.76	$0.00	$0.00	$158,511.13	$1,651.76
Total	**$2,784,752.79**	**$2,716,382.96**	**$68,369.83**	**$0.00**	**$61,779.13**	**$2,846,531.92**	**$130,148.96**

2868 Prospect Park Drive, Suite 250
Rancho Cordova, California, 95670
916.368.9181

Project Status
As of the end of April 2025, the contractor has completed all bid item construction work. We have minor change order work, associated with reworking ditches for improved site drainage, under development. This unforeseen work is the result of off site drainage not performing in the manner assumed during the design phase and was identified at the end of the project work. The Contractor is currently on stand-by waiting for further direction from the County before working on this change order. Once the change order is issued, we anticipate that the work will take approximately one week to complete, however, completion of this work relies on the availability of the Contractor to fit this work into their schedule in a timely manner - which may be difficult as they are likely working on other projects this time of year.

Our best assessment at this time is that this change order work will be completed by the end of June with closeout completed by the end of July. Please note that this assessment is based on the information currently available and could change due to circumstances outside Consor and County control.

Task Status
Task 1 – Pre-Construction (Consor)
Preconstruction services are complete and underutilized budget was reallocated previously.

Task 2A – Construction (Consor) and 2B - Construction (Webster)
Field construction tasks for Consor are complete. Therefore, we request that the remaining underutilized monies be reallocated to Task 9.

Task 2B - Construction (Webster)
Task 2B provides for Webster Engineering to provide office engineering and supplemental construction inspection services for the project, including during project closeout. Webster has nearly exhausted their budget and we respectfully request to add additional budget for them to continue supporting the project as discussed in Task 9 below.

Task 3 – CPM Schedule Review (Webster Engineering)
CPM schedule review work is essentially complete. Any remaining efforts would be considered closeout in nature and will be billed under Task 2B.

Task 4A – Environmental Oversight (Area West Environmental)
Environmental oversight is complete and AWE is finalizing their last invoice. Therefore, we request that remaining underutilized monies be reallocated to Task 2B.

Task 4B – Hydroacoustic Monitoring (Illingworth & Rodkin)
Work by our hydroacoustic monitoring subconsultant, Illingworth & Rodkin, was not needed for this project and their budget was reallocated previously.

Task 5 – Materials Sampling & Testing (Pavement Engineering, Inc.)
Materials testing work is complete and their underutilized budget was reallocated previously.

Task 6 – Labor Compliance (Webster Engineering)
Labor compliance review work is essentially complete. Any remaining efforts would be considered closeout in nature and have been billed under Task 2B.

Task 7 – Survey Verification (UNICO Engineering)
Survey verification work is complete and their underutilized budget was reallocated previously.

Task 8 – Profilograph (JLG)
Work by our profilograph provider, JLG, was not needed for this project and their budget was reallocated previously.

2868 Prospect Park Drive, Suite 250
Rancho Cordova, California, 95670
916.368.9181

Task 9 – Post Construction
Post-construction and project closeout are ongoing. We are working on closing out a number of change orders, including the one for additional drainage work mentioned in Task 2A. We respectfully request to add additional budget to continue these activities. Fortunately, we do not have any Potential Claims or Disputes at this time so closeout should be completed by mid- to late-summer.

Task 90 – Other Direct Costs (ODC's)
Currently, our ODC budget appears to be within budget and we do not foresee needing to modify it at this time.

Conclusion
The amounts requested for these tasks reflects our best estimate to capture the additional efforts required to complete this project.

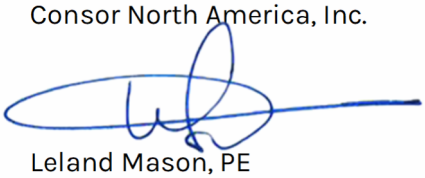
If this additional budget request is acceptable to the County, please indicate your approval below and return a copy to me for our records.

As always, we strive to efficiently complete projects on budget, and it is our intention to only use the monies required to complete our work. We will continue to monitor the budget and provide updates on a periodic basis as the project work moves forward.

Please let me know if you have any questions or would like to discuss further.

Sincerely,

Consor North America, Inc.



Leland Mason, PE
Principal Construction Manager

_____

Approval by: Date
Mr. Jon McClain
County of Tehama

COST PROPOSAL 1

Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Consor North America, Inc.**

Project No. Evergreen Rd Bridge CM - Amendment 2 (Request 4) Contract No. _____ Date 5/15/2025

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Construction Manager	*	Norman L Mason	10	$80-$120	$76.92	$ 769.20
Resident Engineer **	*	Justin Kable	50	$65-$100	$90.00	$ 4,500.00
Structure Representative **		Staff		$60-$100	$90.00	$ -
Structure Representative **		Staff		$60-$100	$90.00	$ -
Construction Inspector (Grp 1) **		Staff		$50-$100	$80.00	$ -
Construction Inspector (Grp 2) **		Staff		$48-$98	$70.00	$ -
Assistant Resident Engineer		Staff		$40-$80	$72.00	$ -
Senior Engineer		Staff		$60-$100	$85.00	$ -
Associate Engineer		Staff		$40-$80	$65.00	$ -
Engineering Designer I		Staff		$30-$50	$45.00	$ -
Engineering Designer II		Staff		$36-$66	$50.00	$ -
Project Manager Assistant		Staff		$30-$50	$40.00	$ -
Office Engineer		Staff		$50-$70	$60.00	$ -
Survey Manager		Staff		$60-$90	$84.00	$ -
Project Surveyor **		Staff		$40-$70	$50.00	$ -
		subtotal	60		subtotal	$ 5,269.20

LABOR COSTS

a) Subtotal Direct Labor Costs $ 5,269.20

b) Anticipated Salary Increases $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 5,269.20**

INDIRECT COSTS

d) Fringe Benefits (Rate: 0.00%) e) Total Fringe Benefits [(c) x (d)] $ -

f) Overhead (Rate: 160.00%) g) Overhead [(c) x (f) $ 8,430.72

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 8,430.72**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 1,369.99**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Per Diem - Principal Engineer	0	Days	$120.00	$ -
Per Diem - Resident Engineer	0	Days	$120.00	$ -
Per Diem - Structure Representative	0	Days	$120.00	$ -
Per Diem - Construction Inspector	0	Days	$120.00	$ -
Prevailing Wage Differential	Actual			$ -
Construction Office	0	Mo.	$2,000.00	$ -
Mileage	0	Mi.	$0.670	$ -
Miscellaneous Field Supplies	Actual			$ -
Reproduction	Actual			$ -
				$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:	Webster Engineering (DBE)	$ 46,709.22
Subconsultant 2:		
Subconsultant 3:		
Subconsultant 4:		
Subconsultant 5:		

(m) TOTAL SUBCONSULTANS' COSTS **$ 46,709.22**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 46,709.22**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 61,779.13**

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

COST PROPOSAL 1

Cost-Plus-Fixed Fee or Lump Sum OR Firm Fixed Price Contracts

(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant **Webster Engineering**

Project No. Evergreen Rd Bridge CM - Amendment 2 (Request 4) Contract No. _____ Date 5/15/2025

DIRECT LABOR

Classification/Title	Key Staff	Name	Hours	Range	Initial Hourly Rate	Total
Engineer/Office Engineer/Inspector		Katherine Webster	34.0	$40-$85	$77.25	$ 2,626.50
Office Engineer		Brandon LaChance	315.0	$20-$60	$41.20	$ 12,978.00
Inspector		Brandon LaChance	54.0	$54-$75	$56.77	$ 3,065.58
Inspector - Overtime		Brandon LaChance	0	$81-$113	$85.16	$ -
Inspector - Double Overtime		Brandon LaChance	0	$108-$150	$113.54	$ -
Office Engineer		Stacy Turner	25.25	$20-$60	$25.00	$ 631.25
Office Engineer		Skyler Lund	0	$20-$60	$20.00	$ -
						$ -
						$ -
		subtotal	428.25		subtotal	$ 19,301.33

LABOR COSTS

a) Subtotal Direct Labor Costs $ 19,301.33

b) Anticipated Salary Increases $ -

c) **Total Direct Labor Costs** [(a) + (b)] **$ 19,301.33**

INDIRECT COSTS

d) Fringe Benefits (Rate: 60.00%) e) Total Fringe Benefits [(c) x (d)] $ 11,580.80

f) Overhead (Rate: 60.00%) g) Overhead [(c) x (f) $ 11,580.80

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] $ -

j) **Total Indirect Costs** [(e) + (g) + (i)] **$ 23,161.60**

FIXED FEE

k) **TOTAL FIXED FEE** [(c) + (j)]* fixed fee 10%] **$ 4,246.29**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	0	Mi.	$0.545	$ -
DIR Subsistence	0	Days	$120.00	$ -
Equipment Rental & Supplies	Actual			$ -
Permit Fees	Actual			$ -
Plan Sheets	Actual			$ -
				$ -

l) **TOTAL OTHER DIRECT COSTS** **$ -**

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

Subconsultant 2:

Subconsultant 3:

Subconsultant 4:

Subconsultant 5:

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ -**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 46,709.22**

NOTES:

1. Key Personnel **must** be marked with an asterisk (*) and employees that are object to prevailing wage must be marked with two asterisks (**). All costs must comply with the Federal costs principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or excepted by Caltrans.
3. Anticipated salary increases calculation must accompany.

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Consor North America, Inc

Document Description: Amendment No. 2 to Agreement for Construction Management Services on the Evergreen Road Bridge Replacement Project

APPROVED AS TO FORM:

Date: 6/26/25

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

Tehama County

Minutes Certification

File Number: 25-1130 **Enactment Number: ROAD AGR 2025-005**

3. PUBLIC WORKS **25-1130**

a) ROAD AGREEMENT - Request approval and authorization for the Interim Director to sign Amendment No. 2 to the Agreement (Road Agreement 2023-3) and as amended by No. 1 (Road Agreement 2025-1) with Consor Engineering or the purpose of providing construction management services related to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project; thereby increasing the Maximum Compensation to $2,846,531.92 for construction management services for the remaining duration of the project *(Subject to receipt of required insurance documentation)*

Enactment No: ROAD AGR 2025-005

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

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 7/1/2025.

Attest: **July 03, 2025**

Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: Consor Agreement, LLC

Document Description: Amendment to Agreement for Construction Management Services on the Evergreen Road Bridge Replacement Project

APPROVED AS TO FORM:

Date: 12/22/25

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

Tehama County

Agenda Request Form

File #: 25-2163 **Agenda Date:** 12/30/2025 **Agenda #:** 6.

HEALTH SERVICES AGENCY / PERSONNEL

Requested Action(s)
a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Case Resource Specialist I, Range 22, Step B, effective 12/30/25, or upon successful completion of all pre-employment requirements

Financial Impact:
The funds for this position are in the FY 2025-26 Budget Unit 40131, and the salary for this position at Range 22, Step B is $23.18/hr. There is no impact to the General Fund.

Background Information:
Candidate has a Bachelor's Degree in Criminal Justice and over one year of County experience working as an Assistant Social Worker in children's services. Candidate's experience includes carrying caseloads, writing reports, sending out referrals, and possesses interviewing skills with special needs population. Additionally, the candidate is bilingual and is currently in a Master's Program to become a Licensed Clinical Social Worker.

If the requested action is not approved, the County will lose the opportunity to hire a qualified applicant in this position.

The Personnel Office has reviewed the Other than A Step request and is in agreement with Range 22, Step B appointment effective upon completion of all pre-employment requirements.

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.*

FROM: Health Services Agency/Fiscal Data Division
TO: Board of Supervisors/Personnel
RE: Request to hire in the following classification –
CASE RESOURCE SPECIALIST I

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form to Personnel (allowing sufficient time prior to the anticipated hiring date). Requests for "C" step or above will be referred to the Board's Personnel Committee for recommendation to the full Board.

1) Range 22 **$22.07 /hr** "A" Step Range 22 Request **$23.18 /hr** "B" Step

2) Total applications received during the recruitment for this position? 7
Total number of "qualified" applicants? 3

3) Would this individual accept the position at A Step? No

4) Justification for requesting higher than Step A.

a. Candidate has a Bachelor's Degree in Criminal Justice and over one year of County experience working as an Assistant Social Worker in children's services.

b. Candidate's experience includes carrying caseloads, writing reports, sending out referrals, and possesses interviewing skills with special needs population. Additionally, the candidate is bilingual.

c. Candidate is currently in a Master's Program to become a Licensed Clinical Social Worker.

5) How has the Department budgeted for this additional cost?
Funds are budgeted in the Fiscal Year 2025-2026 proposed budget for this position, as well as salary savings.

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

Jayme S. Bottke, Executive Director

Tehama County

Agenda Request Form

File #: 25-2177 **Agenda Date:** 12/30/2025 **Agenda #:** 7.

HEALTH SERVICES AGENCY / PERSONNEL

Requested Action(s)

a) OTHER THAN “A” STEP - Request approval to appoint the applicant as an Epidemiologist, Range 44, Step B, effective upon successful completion of all pre-employment requirements

Financial Impact:
The funds for this position are budgeted in FY 2025-2026, Budget Unit 40121, through realignment and Disease Intervention Specialist (DIS) grant funding.

Background Information:
The candidate has a Master’s Degree in public health, with an emphasis in Epidemiology. Additionally, the candidate has direct experience in clinical and community health research and analysis, including working knowledge in utilizing various statistical software programs for health outcomes.

Finding qualified and experienced epidemiology candidates who are willing to work in a rural community like Tehama County is very difficult. There has been one (1) failed previous recruitment.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 44 Step B upon successful completion of all pre-employment requirements.

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.*

FROM: Health Services Agency/Public Health

TO: Board of Supervisors/Personnel

RE: Request to hire in the following classification – Epidemiologist – At Other Than A Step

Please answer the following questions so that the Board may more objectively assess the request. Send the completed form to Personnel (allowing sufficient time prior to the anticipated hiring date). Requests for "C" step or above will be referred to the Board's Personnel Committee for recommendation to the full Board.

	Range 44 (Joint Council)	Range 44 (Joint Council)
1)	$38.00/hr "A" Step	Request $39.90/hr "B" Step

2) Total applications received during the recruitment for this position? 9
Total number of "qualified" applicants? 8

3) Would this individual accept the position at A Step? No

4) Justification for requesting higher than Step A.

a. This candidate has a Master's degree in Public Health with an emphasis on Epidemiology.

b. In addition to the education the candidate has direct experience in clinical and community health research and analysis. This includes working knowledge and skill in utilizing different statistical software programs for health outcomes.

c. Finding qualified and experienced epidemiology candidates who are willing to work in a rural county like ours is very difficult. This is our 2nd recruitment for this position.

5) How has the Department budgeted for this additional cost?

Funds are budgeted in the Fiscal Year 2025-2026 in our realignment and Disease Intervention Specialist grant funding.

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

Jayme S. Bottke, Executive Director

Tehama County

Agenda Request Form

File #: 25-2171 **Agenda Date:** 12/30/2025 **Agenda #:** 8.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) Request confirmation of an application submitted by the Tehama County Health Services Agency (TCHSA) for the California Department of Health Care Services (DHCS) for grant funding under the Justice-Involved Reentry Initiative Capacity Building Program, Round 3, in the amount of $839,484

Financial Impact:
This is a receivable to Tehama County Health Services Agency in the amount of $839,484, Budget Unit 40131. There is no impact to the General Fund.

Background Information:
On January 26, 2023, DHCS received federal approval under its California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration for PATH capacity building funds to support the Justice-Involved Reentry Initiative. DHCS received approval to disseminate up to $410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release into the community. The PATH Justice-Involved Reentry Initiative Capacity Building Program will provide funding to support the planning and implementation of the provision of targeted release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria outlined in the CalAIM Section 1115 Demonstration approval. This funding will also support County Behavioral Health Agencies to implement Behavioral Health Links as required by Welfare and Institutions Code 14184.800.

PATH funds will be available to support investments in personnel, capacity, and/or IT systems that are needed for collaborative planning and implementation in order to effectuate pre-release service processes.

TCHSA meets performance milestones for this funding and submitted an application that was approved.

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
Tehama County Health Services Agency: Behavioral Health Division	Jayme Bottke	(530) 527-8491	

TITLE OF GRANT: Providing Access and Transferring Health (PATH) Justice Involved Round 3

GRANTOR AGENCY: Department of Health Care Services

GRANT OBJECTIVES: Capacity building funds to support the Justice-Involved Reentry Initiative to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release into the community.

GRANT I.D. NO.: 1480494

Federal Catalog No. *(If Applicable)*: _____

GRANT PERIOD: FROM: 7/1/25 TO: 6/30/26

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			

GRANT FUNDING	FISCAL YEAR: 2025-2026	FISCAL YEAR:
FEDERAL		
STATE	$839,484.00	
OTHER		
1. TOTAL GRANT FUNDS	$839,484.00	

COUNTY FUNDING

HARD MATCH (dollars)		
SOFT MATCH (In-kind)		
2. TOTAL COUNTY MATCH	**$0**	

USE OF FUNDS

PERSONNEL (attach detail)	**$628,618.41**	
SERVICES/SUPPLIES		
EQUIPMENT	**$210,865.59**	
OTHER CHARGES		
TOTAL FUNDS (must also= 1+2 above)	$839,484.00	

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: N/A

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? YES NO X

METHOD OF PAYMENT OF GRANT FUNDS: REIMBURSE: X ADVANCE:

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: _____

EXPENDITURE DEADLINE: 6/30/26

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 NO X

_____

Jayme Bottke 12-16-25

DEPARTMENT HEAD SIGNATURE DATE

Application ID	1480494
Submitted	Dec 5, 2024
Status	Approved
Applicant(s)	Natalie Shepard (natalie.shepard@tchsa.net)
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Implementation Plan

Award and Payment Detail

Cash Award

Total Amount
$839,484.00

Payments
1

Payment	Payment ID	Payment number	Status
$839,484.00 Payment date Jan 8, 2025	609364		Pending Jan 8, 2025

PATH JI Round 3 Implementation Plan

Submitted on Jun 30, 2025

Natalie Shepard
natalie.shepard@tchsa.net

Which agency type are you?*

Behavioral Health Agency

Instructions

County Behavioral Health Agencies seeking PATH Justice-Involved Round 3 funds must demonstrate in their Implementation Plan how they plan to use funds to support the planning for and implementation of the operational processes that must be met in order to be deemed ready to go-live for pre-release services.

The implementation plan is designed to evaluate your use of JI Round 3 funds and how they relate to your facility's operational readiness. As required in the initial Round 3 application, your behavioral health agency attested to completing this implementation plan within 180 days of award notification.

Please utilize the JI Round 3 Guidance Document and the Policy and Operations Guide when completing the implementation plan.

For agencies filing a Joint Implementation Plan:

1. When selecting from the "Which agency are you?" dropdown please select "Both".
2. After selecting "Both", the Behavioral Health Implementation Plan and the Correctional Agency Implementation Plan forms will populate for your completion.
3. If you are filing for **2 correctional agencies (Sheriff and Probation)**, please indicate your response for each agency by utilizing the box provided and labeling responses CA #1 or CA #2.
4. You may indicate which agency represents CA #1 and CA#2 in your first response. Ensure you are consistent with those responses to align with that agency as you complete the narrative for each Focus Area.
5. On the "Correctional Agency Budget Request" tab, each agency will indicate their separate award amounts in the boxes provided and each agency must upload their own separate budget template.
6. **Please be advised that joint budget templates will not be accepted.** For multiple attestations and certifications, additional documents can be uploaded in the tab labeled "Correctional Agency Additional Documentation" tab.
7. **Which ever agency submits this joint implementation plan will be responsible for further reporting requirements.**
8. For additional questions regarding this process or the Implementation Plan, please contact us at justice-involved@ca-path.com.

Eligibility Screen

Organization Name

Tehama County Health Services Agency - Behavioral Health

Type of Agency

County Behavioral Health agencies to support behavioral health linkages.

Name of Application Authorized Representative
(First and Last)

Title of Application Authorized Representative

Mental Health Director

Natalie Shepard

Telephone Number of Application Authorized Representative

5305278491 x 3026

Mailing Address of Application Authorized Representative

PO Box 400, Red Bluff, CA 96080

Email of Application Authorized Representative

natalie.shepard@tchsa.net

County

Tehama

County Agency

BH agency

BHA Implementation Plan

Planned Go-live Date*

Oct 1, 2025

Implementation Plan

The purpose of this section is to collect information on how behavioral health agencies intend to use PATH JI Round 3 funding to support planning and implementation of processes that are necessary to effectuate the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria as outlined in the CalAIM Section 1115 Demonstration approval.

Focus Area 1: Initial Data Sharing

1a. Initial Data Sharing – Defined process to (1) obtain medical records as appropriate for individuals with treatment history; and (2) notify MCP (if enrolled) that county behavioral health care coordination is occurring, as necessary. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP BHA 1a * current plan

Tehama County Health Services Agency (TCHSA) currently does not have a process in place or MOU with the Managed Care Plan (MCP).

PATH JI R3 IP BHA 1a * future plan

Continue to collaborate with MCP to develop an effective MOU which includes a process for data sharing and coordinating quality of

Expected go-live date

PATH JI R3 IP BHA 1a * expected date

Oct 1, 2025

PATH Funds Used to Meet Requirement

PATH JI R3 IP BHA 1a permissible funds

Training, technical assistance, and planning efforts
Recruitment, hiring, onboarding, and supporting staff salaries

care for members in Tehama County. The Assistant Executive Director and Mental Health (MH) Director will work with County Counsel, Contract Processing Department, Board of Supervisors and the MCP to develop strong working relationship between the MCP and TCHSA. TCHSA will work closely with the MCP to ensure compliance with the closed loops referrals between the MCP and the Mental Health Plan (MHP), to coordinate transition of care, and improve current practices and processes. Health Assistant 0.12 FTE will be responsible for all initial data sharing and processing.

Focus Area 2: Data Sharing

2a. Data Sharing – Defined process to (1) receive correctional facility medical record information and ensure that it is incorporated into post-release medical record; and (2) identify any individuals who may benefit from professional-to-professional clinical handoff. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP BHA 2a * current plan

Tehama County currently does not have a process in place or MOU with the Tehama County Juvenile Detention Facility (TCJDF) or Tehama County Sheriff's Office (TCSO).

PATH JI R3 IP BHA 2a * future plan

TCHSA will need to start collaboration meetings with TCSO and TCJDF. We will work towards developing an MOU to receive medical records

Expected go-live date

PATH JI R3 IP BHA 2a * expected date

Dec 1, 2025

PATH Funds Used to Meet Requirement

PATH JI R3 IP BHA 2a permissible funds

Training, technical assistance, and planning efforts
Recruitment, hiring, onboarding, and supporting staff salaries

	and information from the Jail and Rural Medical Clinic for continuity of care. TCHSA will need to allocate Health Assistant staff to ensure data is appropriately gathered, uploaded, and maintained into the electronic health record. The MH Director, Asst. MH Director, Quality Assurance Manager (QAM), and Admin Asst. will develop, in partnership with the TCSO and TCJDF, the MOU's necessary for continuity of care. Ongoing Health Assistant 0.12 FTE will be responsible to receive correctional facility medical record information and ensure that it is incorporated into TCHSA-BH Electronic Health Record (EHR). The Licensed Clinical Supervisor-Bilingual 0.25 FTE will review records and will determine assignment for Professional-to-Professional clinical handoff assignments to team members.

Focus Area 3: Release Planning

3a. Follow-Up Appointments – Defined process to provide follow-up appointment date/time/location within clinically appropriate window (e.g., for someone on MAT, recommended follow-up would be next day post-release). (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity): **Future Activities Planned to be Ready for Go-Live** (including IT builds,	**PATH JI R3 IP BHA 3a * current plan** TCHSA currently follows Department of Health Care Services (DHCS) and CalAIM guidelines for timeliness access to services and has practice guidelines in place to meet minimum	**Expected go-live date** **PATH JI R3 IP BHA 3a * expected date** Oct 1, 2025	**PATH Funds Used to Meet Requirement** **PATH JI R3 IP BHA 3a permissible funds** Training, technical assistance, and planning efforts Recruitment, hiring,

staffing/budget allocations, collaborative planning)	standards. Currently, TCHSA works with both the TCSO Jail and Juvenile Detention Facility (JDF) where our Rural Health Clinic Staff and Institutional Nurses are assigned rotation and coverage in these facilities. Our BH Institutional Crisis Nurses coordinate care and planning when inmates have identified the need for medical or behavioral services upon release. Staff within the facilities coordinate with psychiatry and behavioral health to schedule follow-up and ongoing care in the Behavioral Health Department. Behavioral Health Assessments are scheduled within 10 days of initial contact for Specialty Mental Health Services. Follow-up or new psychiatry appointments are scheduled within 7 days for follow-up care and within 30 days for establishing new ongoing care. TCHSA Behavioral Health Psychiatric services are currently embedded within in our County ran Rural Health Clinic and collocated on the same campus as our Behavioral Health Outpatient, Substance Use Recovery, Rural Medical Clinic and Public Health divisions. **PATH JI R3 IP BHA 3a future plan** * TCHSA will continue to expand on current practice guidelines to determine the standards to meet the needs of our Justice Involved members who will need	onboarding, and supporting staff salaries

coordination of care and services prior to release. TCHSA will need to hire a Community Health Worker (CHW), 1.0 FTE, who can provide the linkage to services and coordinating care with Behavioral Health, Substance Use Recovery, Rural Medical Clinic and Psychiatry. The CHW will ultimately be responsible for coordinating follow-up appointments for care. TCHSA will need to utilize the QAM, 0.5 FTE, to develop Practice Guidelines, and Policies and Procedures for adherence to program standards and DHCS guidance.

3b. Transportation – Defined process to ensure transportation to appointment has been arranged. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity): **Future Activities Planned to be Ready for Go-Live** (including IT builds, staffing/budget allocations, collaborative planning)	**PATH JI R3 IP BHA 3b * current plan** Currently TCHSA supports members, to the best of our abilities, by connecting members to Partnership HealthPlan for transportation needs, and when not available, TCHSA-Behavioral Health (TCHSA-BH) uses Case Resource Specialists (CRS) to support members in getting to appointments and accessing services. **PATH JI R3 IP BHA 3b * future plan** The CHW will ultimately be responsible for coordinating follow-up appointments, linking members to the MCP for transportation, and	**Expected go-live date** **PATH JI R3 IP BHA 3b * expected date** Oct 1, 2025	**PATH Funds Used to Meet Requirement** **PATH JI R3 IP BHA 3b permissible funds** Training, technical assistance, and planning efforts Recruitment, hiring, onboarding, and supporting staff salaries

transporting members as needed when MCP is not a viable option.

Focus Area 4: Professional-to-Professional Clinical Handoff

4a. Reentry Professional-to-Professional Clinical Handoff - Established process to provide in-person/telehealth professional-to[1]professional clinical handoff between correctional provider and county behavioral health provider, as necessary, and defined processes in place to ensure county behavioral health agency is able to participate in care transitions meeting for any client that has been identified by correctional staff, care manager, or clinical consultants as needing additional team coordination (e.g., clients identified to have high/complex needs).

Current State Assessment (including identified gaps and documentation to demonstrate current capacity): **Future Activities Planned to be Ready for Go-Live** (including IT builds, staffing/budget allocations, collaborative planning)	**PATH JI R3 IP BHA 4a * current plan** TCHSA-BH currently provides its members with comprehensive assessments, diagnosis, and targeted case management care plan with a problem list that is reviewed as needed. TCHSA-BH provides individual therapy, psychiatry, rehab (both individual and groups), case management, and linkage to its Specialty Mental Health Services (SMHS) members. TCHSA-BH is currently down 4.0 FTEs in the Clinician role and will need to hire additional staff. We had two clinicians promote to Clinical Supervisor and Quality Assurance Manager roles within our center. We also had 2.0 FTE telehealth locums who recently moved positions. THCSA-BH has contract providers to help support SMHS. TCHSA-BH offers both in-person and telehealth services. TCHSA-BH currently provides daily Suicide Watch services in the TCJDF and weekly support in the jail.	**Expected go-live date** **PATH JI R3 IP BHA 4a * expected date** Jul 1, 2025	**PATH Funds Used to Meet Requirement** **PATH JI R3 IP BHA 4a permissible funds** No answer

PATH JI R3 IP BHA 4a future plan *

TCHSA-BH will need to hire and train two Behavioral Health Clinicians for a combined 0.4 FTE. One Clinician will need to be bilingual, due to the number of Spanish speaking members in the community. These clinicians will provide Professional-to Professional clinical handoff for members in the Justice Involved system, assessment, diagnosis, care planning, individual therapy, individual and group rehab, case management, and clinical oversight/guidance to the rest of the treatment team (Drug and Alcohol Counselor (DAC), 0.2 FTE, and C RS, 0.25 FTE).The DAC will work with the Clinician and CRS to provide wraparound services to members with co-occurring behavioral health needs. The CRS will work with the Clinician and DAC to provide skill building in activities of daily living and case management services.

Focus Area 5: Follow-Up Post-Release

5a. Post-Release Scheduling– Established process to schedule individual for appointments on an ongoing basis as needed, within clinically appropriate time frame, ensuring they have adequate transportation to appointment. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):	**PATH JI R3 IP BHA 5a current plan** * TCHSA-BH currently does not have a process to schedule members	**Expected go-live date** **PATH JI R3 IP BHA 5a expected date** * Oct 1, 2025	**PATH Funds Used to Meet Requirement** **PATH JI R3 IP BHA 5a permissible funds**

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)	with appointments post-release. If a member discharges from TCJDF or jail, and they present on their own accord for SMHS, they are given an appointment for an assessment. TCHS-BH team works with MCP to support members with arranging transportation. In the event transportation through the MCP is not available TCHSA-BH CRS will help with transporting members. **PATH JI R3 IP BHA 5a * future plan** TCHSA-BH will need to hire a CHW, 1.0 FTE, who will provide the linkage to services and coordinating care with Behavioral Health, Substance Use Recovery, Rural Medical Clinica and Psychiatry. The CHW will ultimately be responsible for coordinating follow-up appointments and linking members to the MCP for transportation, and transporting members as needed when MCP is not a viable option.		Training, technical assistance, and planning efforts Recruitment, hiring, onboarding, and supporting staff salaries

5b. Post-Release Follow-Up– Established process to provide follow-up to individual if they miss an appointment in the community. DHCS supports the best practice of deploying a community health worker to work with the ECM provider to reschedule missed appointments as soon as possible. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity): **Future Activities Planned to be Ready for Go-Live** (including IT builds,	**PATH JI R3 IP BHA 5b * current plan** Currently, TCHSA-BH staff provide case management and follow-up to individuals on their caseloads to check in with members when they miss their appointments.	**Expected go-live date** **PATH JI R3 IP BHA 5b * expected date** Oct 1, 2025	**PATH Funds Used to Meet Requirement** **PATH JI R3 IP BHA 5b permissible funds** Training, technical assistance, and planning efforts Recruitment, hiring,

staffing/budget allocations, collaborative planning)	TCHSA-BH will need to hire a CHW. **PATH JI R3 IP BHA 5b * future plan** TCHSA-BH will need to hire a CHW, 1.0 FTE, who will provide ongoing follow-up and check ins with members who miss their appointments. This may include telephone calls and going out into the community to locate members who are unhoused, or unable to be reached by telephone.	onboarding, and supporting staff salaries

Focus Area 6: Oversight and Project Management

6a. Staffing Structure and Plan – Clear staffing and/or contractor structure to support each readiness element and compliance with DHCS requirements for Behavioral Health Links , including identification of county-operated and/or county-contracted providers that will (1) fulfill the required processes described above and (2) receive referrals for follow-up visits in the community for continued behavioral health care. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity): **Future Activities Planned to be Ready for Go-Live** (including IT builds, staffing/budget allocations, collaborative planning)	**PATH JI R3 IP BHA 6a * current plan** TCHSA-BH has historically operated with a 60% vacancy rate and struggled to recover from COVID. In the past six months we have been able to hire staff putting us at approximately a 25% vacancy rate. TCHSA-BH used staffing agencies, Locums, and contracted providers to help offset the historical deficit. TCHSA is in the process of beginning Behavioral Health Transformation (BHT) to integrate the Behavioral Health Center with the Substance Use Recovery Center. This has afforded us the opportunity to cross train staff and focus on recruitment. Currently,	**Expected go-live date** **PATH JI R3 IP BHA 6a * expected date** Jul 1, 2025	**PATH Funds Used to Meet Requirement** **PATH JI R3 IP BHA 6a permissible funds** Training, technical assistance, and planning efforts Recruitment, hiring, onboarding, and supporting staff salaries

the MH Director oversees the staffing plan and all contracted service providers.

PATH JI R3 IP BHA 6a future plan *

TCHSA-BH will need to hire a MH Assistant Director to support and oversee the staffing plan for this program. The MH Assistant Director, 0.0478 FTE, will oversee the staffing structure and plan. The MH Director, 0.2382 FTE will work closely with the Clinical Supervisor, CRS Supervisor, QAM, and Business Operation Supervisors (BOS) to monitor program outcomes and data, ensuring TCHSA-BH is providing services in line with DHCS guidance. The DAC Supervisor, 0.2 FTE, will provide oversight of the DAC assigned to the members. They are responsible for the staffing structure and plan to ensure members are provided with services and working on treatment needs. They will participate in the coordination of Child and Family Teams (CFT) or Multidisciplinary Teams (MDT) for appropriate care coordination for the members. The CRS Supervisor, 0.1 FTE, will provide oversight of the CRS assigned to the members. They are responsible for the staffing structure and plan to ensure members are provided with services and working on treatment needs. They will participate in the coordination of CFTs or MDTs for appropriate

care coordination for the members.

6b. Governance Structure for Partnerships – Defined governance structure for coordinating with key partners (e.g., correctional facilities, care management organizations, providers, MCPs).

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP BHA 6b * current plan

The MH Director currently works closely with the Assistant Executive Director of Program to support partnerships in the community for members.

PATH JI R3 IP BHA 6b * future plan

MH Director, 0.2382 FTE will work closely with the Clinical Supervisor, CRS Supervisor, QAM, and BOS to implement and develop partnerships within the community to support access to services. The MH Director will work with the MCP, TCJDF, and TCSO to develop an MOU to transition members through the system of care. The Clinic Director will work collaboratively with the Behavioral Health Center to ensure continuity of care. The Clinic Director will ensure access to physical health care and provide space within the Rural Health Clinic for CHW and behavioral health psychiatric medication appointments. The Administrative Assistant will coordinate, schedule, take minutes, create agendas, prepare all contracts and reports, and distribute materials as directed for all

Expected go-live date

PATH JI R3 IP BHA 6b * expected date

Jul 1, 2025

PATH Funds Used to Meet Requirement

PATH JI R3 IP BHA 6b permissible funds

Training, technical assistance, and planning efforts
Recruitment, hiring, onboarding, and supporting staff salaries

meetings both for the Leadership Team and the staff.

6c. Reporting and Oversight Processes– Established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges. (Minimum Requirement)

Current State Assessment (including identified gaps and documentation to demonstrate current capacity):

Future Activities Planned to be Ready for Go-Live (including IT builds, staffing/budget allocations, collaborative planning)

PATH JI R3 IP BHA 6c * current plan

TCHSA-BH BOS is out on an unexpected Leave of Absence, without an estimated date of return. TCHSA-BH has an active eligibility list and is looking to fill this position in the next month.

PATH JI R3 IP BHA 6c * future plan

BOS, 0.3 FTE, will participate in planning, provide oversight and supervision to the Health Assistants in receiving and sharing data, coordinating follow-up appointments for Justice Involved members, and coordinating referrals as needed for members. The BOS will be responsible for initial and ongoing training of all Justice Involved staff in documentation standards, process flow, following policies and procedures, and oversight of the EHR. The QAM, 0.5 FTE, will also support this task as the overseer of reporting to DHCS as well as and monitoring and producing all Corrective Action Plans in collaboration with the MH Director.

Expected go-live date

PATH JI R3 IP BHA 6c * expected date

Aug 1, 2025

PATH Funds Used to Meet Requirement

PATH JI R3 IP BHA 6c permissible funds

Training, technical assistance, and planning efforts
Recruitment, hiring, onboarding, and supporting staff salaries

BHA Budget Request

Budget Request

Your Behavioral Health Agency facility has been allocated

Report field

$839,484.00

Please download the budget template to complete your budget request. From the table below, choose the permissible funding uses requested to support your implementation plan.

PATH JI Round 3 BHA Budget Template

Upload completed budget template

See PATH JI Round 3 CBH Budget Tehama revised 10.27.25.xlsx, PATH JI Round 3 CBH Budget Tehama revised 09.14.2025.xlsx, PATH JI Round 3 CBH Budget Tehama 06.30.25.xlsx

BHA Additional Documentation

In this section, please upload any additional documentation to support your application. This could include a workplan, timelines, milestones, and supporting documentation for budget items.

PATH JI R3 IP BHA additional upload

See Additional Budget Justification Round 3 Justice Involved.docx, Additional Implementation Information.docx

Attestation and Certification

Attestation and Certification

As the authorized representative of the entities applying for funding, each entity attests and agrees to the following conditions:

- The funding received through this program will not duplicate or supplant funds received through other programs or initiatives, or other federal, state, or local funding sources.
- The funding received through this program must not supplant funding provided for the state's Department of Corrections (DOC) for the purchase of technology for state prisons, county jails, and youth correction facilities.
- Funds from this initiative may only be spent on permissible uses of funds as documented in program guidance and this application.
- The entity will respond to general inquiries from DHCS and the TPA pertaining to this initiative within one business day of receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS. Entities that fail to meaningfully engage with DHCS and the TPA in response to these inquiries may be:

- Subject to audit, and if necessary, recoupment of grant funding by DHCS to ensure adequate documentation, application, and reporting of permissible expenditures; and/or
- Precluded from receiving additional PATH funding.
- The entity is required to alert DHCS and the TPA if circumstances prevent them from carrying out activities described in this program application. In such cases, the entity may be required to return unused funds to DHCS contingent upon the circumstances.
- The entity agrees to submit an implementation plan to the TPA no more than 180 days (about 6 months) after initial funding is received, or March 31, 2024, whichever comes first.

name*
(Name)
Natalie Shepard

PATH JI R3 IP BHA attest date*
(Date)
Sep 14, 2025

Signed by Natalie Shepard on Jun 30, 2025

Focus Area	Permissible Use Category	Item Description	Justification	Funding requested
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Building renovation and rebuild	TCHSA-BH has the opportunity to remodel a wing in the Rural Health Clinic to allow a centralized location for the CRS/DAC, CHWs, and psychiatry services for pre-release Justice Involved members to coordinate treatment in a centralized location and provide access to all of our divisions for whole person care.	$20,000.00
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Furniture	Desks, chairs, file cabinets, tables, couches, décor for remodel of three offices. These three offices will be dedicated to the pre-release Justice Involved population for coordination prior to release. There would need to be a minimum of three desks purchased, three couches for member to be seated when served in the offices, three office chairs, three locked filing cabinets to secure records.	$10,000.00
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Flyers, brochure, marketing materials	Marketing materials for job fairs and flyers for community partnership meetings promoting the recruitment of staff to work with pre-released populations, and education/informing materials focusing on pre-released populations.	$3,914.67
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	2 laptops	Laptops to access EHR pre and post documents and concurrent documentation.	$6,000.00
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Software and Licenses	Software and licenses for laptops	$5,000.00
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Printer and Sanners	Printer and scanners for CHW and CRS/DAC offices	$3,900.00
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Travel for training and conferences	Reimbursement of staff costs, expenses and fees to attend meetings and conferences related to the re-entry initiative.	$12,000.00
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Transportation and Fuel	Fuel for vehicles when staff are attending trainings, conferences and meetings.	$500.00

6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	Vehicle Purchases	Two vehicles(Ford Explorer or like vehicles) for TCHSA-BH staff to commute between worksite locations, the jail, and juvenile detention facilities for pre-release JI-related purposes. The acquisition of two vehicles is essential to ensure the effective delivery of behavioral health and reentry support services to justice-involved individuals. These vehicles will directly support outreach, transportation, and case management functions critical to reducing recidivism and promoting successful reintegration. Due to the rural area and terrain, it is recommended that the vehicles purchased be able to navigate off road and unstable terrain.	$149,550.92
Total				**$210,865.59**

Focus Area	Permissible Use Category	Description of Activities	Position Title	ated Expenditu	Annual Salary	t Time Charg	Eligible for Grant Fe	Benefit Ra	Fringe Benefit Cost	ary and Benefits Eligible
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	The Case Resource Specialist (CRS) Supervisor will provide oversight of the CRS assigned to the members. They are responisble for the staffing structure and plan to ensure members are provided with services and working on treatment needs. They will participate in the coordination of CFTs or MDTs for appropriate care coordination for the members.	CRS Supervisor	6/30/2026	$80,039.71	10.00%	$8,003.97	68.00%	$5,442.70	$13,446.67
4a: Reentry Professional-to-Professional Clinical Handoff	Recruitment, hiring, onboarding, and supporting staff salaries*	The Case Resource Specialist will work with the Clinician and Drug and Alcohol Counselor (DAC) to provide skill builing in activities of daily living and case management services.	CRS II-Bilingual	6/30/2026	$49,355.00	25.00%	$12,338.75	86.00%	$10,611.33	$22,950.08
4a: Reentry Professional-to-Professional Clinical Handoff	Recruitment, hiring, onboarding, and supporting staff salaries*	Clinicans will provide Professional-to Professional clincial handoff for members in the Justice Involved system, assessment, diagnosis, care planning, individual therapy, and clinical oversight/guidance to the rest of the treatment team (DAC and CRS).	Behavioral Health Clinician-Bilingual	6/30/2026	$75,486.47	25.00%	$18,871.62	69.00%	$13,021.42	$31,893.03
5a: Post-Release Scheduling	Recruitment, hiring, onboarding, and supporting staff salaries*	5a: Post-Release Scheduling and 5b: Post-Release Follow-up.Community Health Worker (CHW) will provide the linkage to services and coordinating care with Behavioral Health, Substance Use Recovery, Rural Medical Clinic and Psychiatry. The CHW will ultimately be responsible for coordinating follow-up appointments and linking members to the MCP for transportation, and transporting members as needed when MCP is not a viable option.	CHW	6/30/2026	$41,605.41	100.00%	$41,605.41	95.00%	$39,525.14	$81,130.55
6b: Governance Structure for Partnerships	Training, technical assistance, and planning efforts	MH Director will work closely with the Clincical Supervisor, CRS Supervior, Quality Assurance Manager (QAM), and Business Operation Supervisors (BOS) to implement and develop partnerships within the community to support access to services. The MH Director will work with the MCP, TCJDF, and TCSO to develop an MOU to transition members through the system of care.	MH Director	6/30/2026	$141,676.91	23.82%	$33,747.44	45.00%	$15,186.35	$48,933.79
4a: Reentry Professional-to-Professional Clinical Handoff	Recruitment, hiring, onboarding, and supporting staff salaries*	Clinicans will provide Professional-to Professional clincial handoff for members in the Justice Involved system, assessment, diagnosis, care planning, individual therapy, and clinical oversight/guidance to the rest of the treatment team (DAC and CRS).	Behavioral Health Clinician	6/30/2026	$84,924.74	15.00%	$12,738.71	65.00%	$8,280.16	$21,018.87

2a: Data Sharing for Release	Training, technical assistance, and planning efforts	Health Assistants will be responsible for tracking members relese dates, scanning and uploading all Justice Involved member' medical records and reports into the EHR. Opening members charts in the EHR and providing the clinical team information to engage members.	Health Assistant	6/30/2026	$48,159.26	12.00%	$5,779.11	84.00%	$4,854.45	$10,633.56
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	The Clinic Director will work collaboratively with the Behavioral Helath Department to ensure continuity of care. The Clinic Director will ensure access to physical health care and provide space withing the Rural Health Clinic for CHW and behavioral health psychiatric medication appointments.	Clinic Director	6/30/2026	$124,825.15	20.00%	$24,965.03	53.00%	$13,231.47	$38,196.50
4a: Reentry Professional-to-Professional Clinical Handoff	Recruitment, hiring, onboarding, and supporting staff salaries*	The DAC will work with the Clinician and CRS to provide wraparound services to member with co-occuring behavioral health needs.	DAC	6/30/2026	$63,856.53	20.00%	$12,771.31	86.00%	$10,983.32	$23,754.63
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	The DAC Supervisor will provide oversight of the DAC assigned to the members. They are responisble for the staffing structure and plan to ensure members are provided with services and working on treatment needs. They will participate in the coordination of CFTs or MDTs for appropriate care coordination for the members.	DAC Supervisor	6/30/2026	$85,644.74	20.00%	$17,128.95	76.00%	$13,018.00	$30,146.95
3a: Follow-Up Appointments	Training, technical assistance, and planning efforts	QAM will be responsible for developing policies, procedures, and practice guidelines for programing, adherance to DHCS program implementation, and operational guidelines.	QAM	6/30/2026	$94,689.28	50.00%	$47,344.64	62.00%	$29,353.68	$76,698.32
6a: Staffing Structure and Plan	Training, technical assistance, and planning efforts	The MH Assistant Director will oversee the staffing structure and plan. They will work closely with the Clincical Supervisor, CRS Supervior, QAM, and BOS to monitor program outcomes and data, ensuring TCHSA-BH is providing services in line with DHCS guidance.	MH Asst Dir	6/30/2026	$111,687.61	4.78%	$5,338.67	59.00%	$3,149.81	$8,488.48
2a: Data Sharing for Release	Recruitment, hiring, onboarding, and supporting staff salaries*	Clincial Supervisor will participate in planning and be responsible for clinical review of records, assignment of Professional-to Professional handoff, and clinical supervision of the clinical staff.	Lic Clin Supv Bilingual	6/30/2026	$101,016.97	25.00%	$25,254.24	62.00%	$15,657.63	$40,911.87

6c: Reporting and Oversight Processes	Training, technical assistance, and planning efforts	BOS will participate in planning, provide oversight and supervision to the Health Assistants in receiving and sharing data, coordinating follow-up appointments for Justice Involved members, and coordinating referrals as needed for members.The BOS will be responible for initial and ongoing training of all Justice Involved staff in documentation standards, process flow, following policies and procedures, and oversight of the EHR.	BOS	6/30/2026	$59,753.83	30.00%	$17,926.15	74.00%	$13,265.35	$31,191.50
6b: Governance Structure for Partnerships	Training, technical assistance, and planning efforts	The Admiistrative Assistant will coordinate, schedule, take minutes, create agendas, prepare all contracts and reports, and distribute materials as directed for all meetings both for the Leadership Team and the staff.	Admin Asst	6/30/2026	$50,691.13	30.00%	$15,207.34	81.00%	$12,317.94	$27,525.28
3b: Transportation	Recruitment, hiring, onboarding, and supporting staff salaries*	3a Follow-up appointments and 3b: Transportation. CHW will provide the linkage to services and coordinating care with Behavioral Health, Substance Use Recovery, Rural Medical Clinic and Psychiatry. The CHW will ultimately be responsible for coordinating follow-up appointments and linking members to the MCP for transportation, and transporting members as needed when MCP is not a viable option.	CHW	6/30/2026	$41,605.41	100.00%	$41,605.41	95.00%	$39,525.14	$81,130.55
1a: Initial Data Sharing	Training, technical assistance, and planning efforts	Health Assistants will process and receive all initial data, reports, and records related to Justice Involved members who are referred or released to Tehama County.	Health Assistant	6/30/2026	$48,159.26	12.00%	$5,779.11	84.00%	$4,854.45	$10,633.56
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
		Additional Admin Costs up to 5 %	Administration overhead	6/30/2026	$29,934.21	100.00%	$29,934.21		$0.00	$29,934.21
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
							$0.00		$0.00	$0.00
Total										$628,618.41

	Total Budget
Line Item Budget	$210,865.59
Salary Detail	$628,618.41
TOTAL	**$839,484.00**

DHCS
CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES

PATH Funding: Justice-Involved Reentry Initiative Capacity Building Program Guidance

February 2025

Introduction

On January 26, 2023, the Department of Health Care Services (DHCS) received federal approval under its California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration for Providing Access and Transferring Health (PATH) capacity building funds to support the Justice-Involved Reentry Initiative. Under the CalAIM 1115 Demonstration, DHCS received approval to disseminate up to $410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release into the community.

The PATH Justice-Involved Reentry Initiative Capacity Building Program will provide funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria as outlined in the CalAIM Section 1115 Demonstration approval. This funding will also support County Behavioral Health Agencies to implement Behavioral Health Links as required by Welfare and Institutions Code 14184.800. PATH funds will be available to support investments in personnel, capacity, and/or IT systems that are needed for collaborative planning and implementation in order to effectuate pre-release service processes. These PATH capacity building funds are available to qualified entities and will be distributed based on meeting certain performance milestones.

The scope of this Justice-Involved Reentry Initiative Capacity Building Program PATH Funding (referred to as PATH Justice-Involved Round 3) Guidance document is focused on providing pre-release services as part of the Justice-Involved Reentry Initiative. Interested applicants are encouraged to carefully review the information outlined in this guidance document before completing their application; a comprehensive policy and operational guide for pre-release services is forthcoming, and applicants should review that guidance to inform development of their Implementation Plan (due within 180 days after receipt of award notification). The funds available in PATH Justice-Involved Round 3 are dedicated exclusively to justice-involved pre-release services and Behavioral Health Links implementation; additional stakeholders must avail themselves of other

PATH funding as appropriate *(see list of other funds available below)*. Additional information regarding available capacity building PATH funds for supporting justice-involved Medi-Cal application and suspension processes may be found on the DHCS CalAIM justice-involved webpage.

Eligible entities as described in this guidance may apply for PATH Justice-Involved Round 3 funds via the PATH Justice-Involved Portal starting on May 1, 2023. The application window remains open to eligible agencies at the time of this updated guidance. If interested in applying, please reach out to our inbox at justice-involved@ca-path.com. Following application approval, eligible entities must submit their Implementation Plan, including budget template requests, within 180 days of award notification.

In addition to the PATH Justice-Involved Round 3 funds, the following PATH funding opportunities are available to justice-involved implementation stakeholders:

- **Capacity and Infrastructure Transition Expansion and Development (CITED):** CITED PATH funds are available to support the delivery of Enhanced Care Management (ECM) and Community Supports services. Entities, such as providers, community-based organizations, county agencies, public hospitals, tribes, and other eligible entities, that are contracted or plan to contract with a Managed Care Plan (MCP) can apply to receive funding for specific capacity needs to support the transition, expansion, and development of these specific services. Funding is available until December 31, 2026.
- **Collaborative Planning and Implementation Program:** Funds can be used to support regional collaborative planning and implementation efforts among MCPs, providers, community-based organizations, county agencies, public hospitals, tribes, and other eligible entities to promote readiness for ECM and Community Supports. Inaugural Collaborative Planning & Implementation Initiative convenings were launched in January 2023. Funding is available until December 31, 2026.
- **Technical Assistance Marketplace:** Funds can be used to support entities, including community-based organizations and county Departments of Health, in obtaining hands-on technical support and off-the-shelf resources from vendors to establish the infrastructure needed to implement ECM and Community Supports. Funding is available until December 31, 2026.
- **Whole Person Care Services and Transition to Managed Care Mitigation Initiative:** Counties that previously participated in the Whole Person Care initiative are eligible for this funding. Funds can be used to support services

provided by former Whole Person Care Pilot Lead Entities until the services transition to managed care coverage under CalAIM. Funding is available until December 31, 2023.

DHCS contracted with Public Consulting Group (PCG) as the Third-Party Administrator (TPA) to support the administration and management of the Justice-Involved Reentry Initiative. During open application windows, the TPA will collect, review, and evaluate applications according to criteria developed by DHCS and will make application recommendations for DHCS approval. DHCS will ultimately determine which applications are approved and reserves the right not to grant awards to every applicant.

2. Operational Expectations for Qualified Entities

Qualified Entities, as described in greater detail in ***Section 3*** below, will be required to submit a streamlined application within 90 days of the application portal opening. The application will require the following information:

1. Applicant information (name, entity type, population served) must be included.
2. Eligible facility will be required to provide DHCS with information on their current state and operational needs in order to be eligible for funds tied to the application approval. If a correctional facility has previously completed a DHCS technical assistance survey (correctional facility survey available here; the county behavioral health agency survey will distributed by the County Behavioral Health Directors Association), they have already met this requirement and do not need to send additional information.
    a. If your organization is applying but does not have a facility, you will not be required to complete a TA survey.
3. Applicant must confirm intent to submit implementation plan within 180 days of award notification.

Once applications are approved, qualified entities are expected to submit an Implementation Plan within 180 days of award notification describing how they intend to use the PATH Justice-Involved Round 3 funding to support the planning for, and implementation of, Medi-Cal Reentry Services and/or Behavioral Health Links in order to demonstrate operational readiness as required by DHCS. The following section lays out DHCS' operational expectations that qualified entities must address in their capacity building funding Implementation Plan submission.

A. Operational Expectations for Correctional Agencies

Correctional facilities are mandated to go-live with pre-release services no sooner than October 1, 2024, and no later than October 1, 2026. Starting October 1, 2024,

correctional facilities will be able to go-live with the provision of Medi-Cal Reentry Services upon a demonstration of readiness consistent with DHCS requirements; all correctional facilities are mandated to implement Medi-Cal Reentry Services by October 1, 2026, and facilitate Behavioral Health Links as described in ***Focus Area 3***. Readiness assessments for correctional agencies will address whether correctional facilities are able to go live to provide 90-day Medi-Cal Reentry Services and screening/referrals for Behavioral Health Links across their respective facilities. Some readiness assessment elements within the focus areas are categorized as "Minimum Requirements," indicating that the correctional agency must have the capability in place in order to go-live with Medi-Cal Reentry Services. Elements that are not flagged as Minimum Requirements must still be supported by correctional facilities, and a plan must be in place to operationalize provision of that service by October 1, 2026. DHCS may use discretion when reviewing these elements to determine whether an agency is ready to go-live.

In addition to the guidance laid out below, please utilize the DHCS Justice-Involved Reentry Policy and Operational Guide that provides additional details regarding implementation expectations for the initiative.

Correctional facilities seeking PATH Justice-Involved Round 3 funds must demonstrate in their Implementation Plans how they plan to use the funds to support the planning for and implementation of the following operational processes that must be met in order to be deemed ready to go-live. The required operational processes are described as follows:[1]

> **Focus Area 1. Medi-Cal Application Processes** – *Note that as of January 1, 2023, all counties are mandated to implement pre-release Medi-Cal application processes in county jails and youth correctional facilities.*[2] *PATH Justice-Involved Rounds 1 and 2 were available to support this Focus Area, and requests for PATH Round 3 funds should not include activities related to operational readiness in this area.*
>
> - Screening *(Minimum Requirement)* – Defined process and support model to screen for current Medi-Cal enrollment and eligibility if not yet enrolled.
> - Application Support *(Minimum Requirement)* – Defined process to support individuals in applying for Medi-Cal coverage and submitting an application.

[1] Additional detail and requirements will be available in forthcoming policy and operational guide.
[2] CA Legislature. SB 1469. 727 WIC. 2006. Available at http://www.leginfo.ca.gov/pub/05-06/bill/sen/sb_1451-1500/sb_1469_cfa_20060501_142757_sen_comm.html

- Unsuspension/Activation of Benefits *(Minimum Requirement)* – Process and data sharing capability to notify the county Social Services Department (SSD) of the individual's release date to reactivate coverage and deactivate the pre-release services aid code/enable full scope of benefits upon release.

Focus Area 2. 90-Day Pre-Release Eligibility Screening

- Screening for Pre-Release Services *(Minimum Requirement)* – Defined process and support model to screen eligibility for 90-day Medi-Cal Reentry Services. Screening should include securing consent from the individual to release information to relevant parties (e.g., assigned care manager). DHCS supports the best practice of developing documentation of individuals' previous screenings in correctional facilities' applicable electronic data systems (e.g., electronic medical records) to expedite their enrollment upon re-incarceration.
- Screening for Behavioral Health Links *(Minimum Requirement)* – Defined process and support model to conduct an initial mental health and SUD screening at intake, and then as indicated, a second screen and/or full assessment with tools and processes mutually agreed upon by the correctional facility and the county behavioral health agency to determine if the individual's behavioral health need meets behavioral health criteria and requires Behavioral Health Links.

Focus Area 3. 90-Day Pre-Release Service Delivery

- Medi-Cal Billing and Provider Enrollment *(Minimum Requirement)* – Established plan is in place to enroll the facility as an *Exempt From Licensure Clinic* Medi-Cal provider in order to bill fee-for-service for pre-release services (e.g., care management, X-rays/labs) and a process is in place to bill for services. Facilities with a pharmacy on-site that intend to provide pre-release authorized medications must also enroll as a Medi-Cal pharmacy.
- Support of Pre-Release Care Management, including:
  - Care Manager Assignment *(Minimum Requirement)* – Established process for leveraging the ECM Justice-Involved Managed Care Plan network provider directory[3] to identify and assign a community-

[3] A Pre-Release Care Management/Post-Release ECM Provider Directory (hereinafter referred to as the "Justice-Involved Care Management Directory" or "Directory") will be available to correctional facilities as a reference tool when making referrals for individuals to receive services for pre-release care management providers. The Justice-Involved Care Management Directory will include a list of ECM providers with which MCPs have contracted to

based care manager to the individual shortly after determining eligibility for 90-day Medi-Cal Reentry Services, to identify existing relationships with community-based ECM care managers to assign someone as a pre-release care manager, or to assign an embedded care manager.

- Support Needs Assessment *(Minimum Requirement)* – Infrastructure and processes are in place to support assigned care manager to perform comprehensive needs assessment, inclusive of obtaining consent to access and share any needed medical records with community-based providers/health plans, and coordination and support of delivery of services by correctional facility clinical staff.
- Support Coordination of Care *(Minimum Requirement)* – Infrastructure and processes are in place to support assigned care manager to coordinate all needed care as part of the reentry stabilization, treatment, and planning for release.
- Support Reentry Care Plan Finalization, Warm Linkages (for care management and Behavioral Health Links), and Reentry Continuity of Care Plan *(Minimum Requirement)* (see ***Focus Area 4***).

» Clinical Consultation – Infrastructure and processes are in place to support clinical consultation to ensure diagnosis, stabilization, treatment, coordination, and linkages to establish relationships with community providers. This includes but is not limited to correctional facility clinical staff obtaining consent to provide and share information with community-based providers/health plans, providing these clinical services directly, prescribing durable medical equipment (DME) and medications, and/or ensuring in-reach clinical consultations occur in a timely manner as needed.

» Virtual/In-Person In-Reach Provider Support – Established processes for supporting rapid scheduling and providing space, including physical space for in-person visits and/or space and technology for virtual visits (e.g., laptop or similar device, webcam, internet access telephone line), for in-reach provider services (care management, clinical consultation, or

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serve the Individuals Transitioning from Incarceration Population of Focus (POF). To be included in this Directory, such providers must also be enrolled in Medi-Cal fee-for-service and agree to provide in-reach pre-release care management services in person or via telehealth. A correctional facility that is using its own embedded care managers to provide pre-release care management will only use this directory to identify a post-release ECM provider for the individual, make the referral, and conduct a warm handoff to that provider. More information on expectations for ECM providers that serve the Individuals Transitioning from Incarceration POF can be found in the ECM Policy Guide.

community health worker) while ensuring appropriate security protections remain in place.

- Support for Medications *(Minimum Requirement)* – Infrastructure and processes are in place to support the provision of all medications covered under Medi-Cal medication benefit, or an action plan has been defined to support provision of Medi-Cal-covered medications by March 31, 2026.
- Support for Medication Assisted Treatment (MAT) *(Minimum Requirement)* – Infrastructure and processes are in place to support MAT, or an action plan has been defined to support MAT by March 31, 2026. This entails covering all forms of FDA-approved medications for the treatment of alcohol use disorder and substance use disorder (SUD), and providing assessment, counseling, and patient education. Providing at least one form of an FDA-approved opioid agonist or partial agonist for opioid use disorder treatment is required to go-live.
- Support for Prescriptions Upon Release *(Minimum Requirement)* – Infrastructure and processes are in place to support dispensing of Medi-Cal medications on day of release, or an action plan has been defined to support provision of Medi-Cal medications on day of release by March 31, 2026.
- Support for DME Upon Release – Infrastructure and processes are in place to support provision of DME on day of release or an action plan has been defined to support provision of DME on day of release by March 31, 2026.

Focus Area 4. Reentry Planning and Coordination

- Release Date Notification *(Minimum Requirement)* – Established process to provide electronic notification of the individual's release date to the SSD, DHCS, pre-release care manager, post-release ECM provider (if different), and Medi-Cal MCP.
- Care Management Reentry Plan Finalization *(Minimum Requirement)* – Establish processes and procedures to ensure and support assigned care manager in creating final reentry care plan that is shared with the member, correctional facility clinical care team, MCP, and post-release ECM provider if different from the pre-release care manager.
- Reentry Care Management Warm Handoff *(Minimum Requirement)* – Established process to ensure and support a warm handoff between pre-release care manager and post-release ECM provider, if the post-release ECM provider is different from the pre-release care manager (e.g., identifying the post-release ECM provider by utilizing the MCP network provider directory or by contacting the MCP JI Liaison, providing space

and infrastructure for warm handoff meeting either in person or via telehealth).

- *Note, if correctional facility is using an embedded care manager,[4] correctional facility must establish processes and procedures to ensure a warm handoff, for individuals with an active JI aid code for at least seven days, will occur between the pre-release care manager and the post-release ECM provider. This warm handoff must occur if the individual has a JI aid code active for at least 14 days; individuals who are incarcerated for less time should leave with an ECM referral. For people who have completed a health care needs assessment, the county CF must transfer the medical information and reentry care plan to the MCP (as available), post-release ECM Lead Care Manager, providers, and parole/probation officers no later than seven days after aid code activation.*

» Reentry Behavioral Health Links *(Minimum Requirement)* – Established process to allow for a professional to professional clinical handoff, when applicable. The professional to professional clinical handoff shall include the pre-release care manager, member (when clinically appropriate), pre-release service care team, and post-release behavioral health care manager, where possible and if the post-release behavioral health care manager is different from the pre-release care manager (i.e., providing space in reentry area for warm handoff meeting, either in person or via telehealth). The handoff must include links to county mental health and substance use disorder services, including basic care coordination for referrals to continued treatment post-release. Processes for Behavioral Health Links will be designed and mutually agreed upon with correctional facility and county behavioral health agency.

Focus Area 5. Oversight and Project Management

» Staffing Structure and Plan *(Minimum Requirement)* – Clear staffing and/or contractor structure to support each readiness element and compliance with DHCS requirements for 90-day Medi-Cal Reentry Services and reentry coordination.

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[4] DHCS recognizes that in some counties, the department of health or county behavioral health agencies will provide behavioral health services to correctional facilities and also provide community-based services. For these counties, the determination of embedded or community-based would be based on the role of the provider at that moment. If the provider is furnishing services in their role as a contracted entity and performing services that correctional facilities are required to provide, those services would be considered embedded services. Alternatively, if the provider is acting on behalf of the county in their role in the community, for example accepting a warm linkage, that service would be considered to be in-reach.

- » Governance Structure for Partnerships – Defined governance structure for coordinating with key partners (e.g., SSD, care management organizations, providers, MCPs, County Behavioral Health Agencies).
- » Reporting and Oversight Processes *(Minimum Requirement)* – Established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.

B. Operational Expectations for Behavioral Health Agencies

Through the CalAIM Justice-Involved initiative, and as mandated in Welfare and Institutions Code 14184.800, facilities, county behavioral health agencies, and Medi-Cal MCPs to implement processes for facilitated referrals and linkages to continue behavioral health treatment in the community for individuals who receive behavioral health services while incarcerated. Specifically, Behavioral Health Links include referrals for justice-involved individuals to the following Medi-Cal delivery systems post-release:

- Specialty Mental Health Services (SMHS)/County Mental Health Plans (MHPs): If an individual is identified as needing MHP services at any point of incarceration, they will qualify for SMHS and require a Behavioral Health Link to a county SMHS provider prior to release.[5]
- Drug Medi-Cal (DMC) or Drug Medi-Cal Organized Delivery System (DMC-ODS): If an individual meets the diagnostic criteria for a SUD diagnosis, they will qualify for DMC/DMC-ODS and require a behavioral health link with a DMC or DMC-ODS provider prior to release.6 If an individual is identified as

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[5] As outlined in WIC Section 14184.402 (d) (1), SMHS/MHPs are required to provide medically necessary SMHS to beneficiaries who are under 21 and are at high risk for a mental health disorder due to involvement in the juvenile justice system.

- (A) For the county MHP to cover SMH services, the beneficiary must also have one of the following conditions:
  - A significant impairment
  - A reasonable probability of significant deterioration in an important area of life functioning
  - A reasonable probability of not progressing developmentally as appropriate
  - A need for SMHS that are not covered under Medi-Cal
- (B) The beneficiary's condition (in paragraph A) must be due to one of the following:
  - A diagnosed mental health disorder
  - A suspected mental health disorder (not yet diagnosed)
  - Significant trauma putting them at risk of a future mental health condition, based on the assessment of a licensed mental health professional

[6] Beneficiaries 21 years and older: To qualify for DMC-ODS services after the initial assessment process, beneficiaries 21 years of age and older must meet one of the following criteria: (1) have at least one diagnosis from the DSM for substance-related and addictive disorders, with the exception of tobacco-related disorders and non-substance-related disorders; OR (2) have had at least one diagnosis from the DSM for substance-related and addictive disorders, with the exception of tobacco-related disorders and non-substance-related disorders, prior to being incarcerated or during incarceration, determined by substance use history.

Beneficiaries under the age of 21: Covered services provided under DMC-ODS shall include all medically necessary SUD services for an individual under 21 years of age as required pursuant to 42 U.S.C. § 1396dl. Federal Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) statutes and regulations require states to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are

needing medications for SUD or receives these medications during any point of incarceration, they are eligible to continue medications for SUD services through either their MCP or their DMC/DMC-ODS county upon release. If these individuals receive a behavioral health link to an MCP network provider offering medications for SUD prior to release, the care manager shall notify both the MCP and the county DMC or DMC-ODS agency prior to release.

- Medi-Cal MCPs: If an individual has an identified behavioral health need that does not meet criteria for SMHS, DMC, or DMC-ODS (e.g., members defined on page 4 of APL 22-006), their behavioral health needs will be managed by providers through their MCP. These individuals will have their Behavioral Health Links facilitated through the pre-release care manager/ECM Lead Care Manager.

County Behavioral Health Agencies will be required to demonstrate readiness for all components of behavioral health links, including the ability to receive referrals from all counties, by October 1, 2024. County Behavioral Health Agencies will not be expected to provide in-reach services until the correctional facilities within their county of operation go live with the 90-day pre-release services.

In order to operationalize Behavioral Health Links for individuals who will receive services through MHPs, DMC, and/or DMC-ODS, DHCS has laid out the following minimum requirements for County Behavioral Health Agencies. Additional detail on these minimum requirements and best practices will be further defined by DHCS in the Policy and Operational Guide for Planning and Implementing theCalAIM Justice-Involved Initiative. Behavioral Health Agencies seeking PATH funds must demonstrate how they plan to use the funds to support the planning for and implementation of the following processes that must be met in order to be deemed ready to go-live.

Please note that the provision of behavioral health-related pre-release services and Behavioral Health Links will be done in partnership with County Behavioral Health Agencies and correctional facilities. Correctional facilities will be required to facilitate processes and referrals necessary for providing these services. If correctional facilities require County Behavioral Health Agencies to assist in pre-release services, contracts will be required to clearly state responsibility of work between the two agencies. The

covered in the state's Medicaid state plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

following information is related to the role of the County behavioral health agency for Behavioral Health Links.

The required processes for Behavioral Health Links are described as follows:[7]

Focus Area 1. Initial Data Sharing

- Initial Data Sharing *(Minimum Requirement)* – Defined process to (1) obtain medical records as appropriate for individuals with treatment history; and (2) notify MCP (if enrolled) that county behavioral health care coordination is occurring, as necessary.

Focus Area 2. Data Sharing

- Data Sharing for Release *(Minimum Requirement)* – Defined process to (1) receive correctional facility medical record information and ensure that it is incorporated into post-release medical record; and (2) identify any individuals who may benefit from professional-to-professional clinical handoff.

Focus Area 3. Release Planning

- Follow-Up Appointments *(Minimum Requirement)* – Defined process to provide follow-up appointment date/time/location within clinically appropriate window (e.g., for someone on MAT, recommended follow-up would be next day post-release).
- Transportation *(Minimum Requirement)* – Defined process to ensure transportation to appointment has been arranged.

Focus Area 4. Professional-to-Professional Clinical Handoff

- Reentry Professional-to-Professional Clinical Handoff *(Minimum Requirement)* – Established process to provide an in-person/telehealth professional-to-professional clinical handoff between correctional provider and county behavioral health provider, as necessary, and defined processes in place to ensure county behavioral health agency is able to participate in care transitions meeting for any client that has been identified by correctional staff, care manager, or clinical consultants as needing additional team coordination (e.g., clients identified to have high/complex needs).

Focus Area 5. Follow-Up Post-Release

[7] Additional detail and requirements can be found in the Policy and Operational Guide for Planning and Implementing theCalAIM Justice-Involved Initiative.

- Post-Release Scheduling *(Minimum Requirement)* – Established process to schedule individual for appointments on an ongoing basis as needed, within clinically appropriate time frame, ensuring they have adequate transportation to appointment.
- Post-Release Follow-Up *(Minimum Requirement)* – Established process to provide follow-up to individual if they miss an appointment in the community. DHCS supports the best practice of deploying a community health worker to work with the ECM provider to reschedule missed appointments as soon as possible.

Focus Area 6. Oversight and Project Management

- Staffing Structure and Plan *(Minimum Requirement)* – Clear staffing and/or contractor structure to support each readiness element and compliance with DHCS requirements for Behavioral Health Links, including identification of county-operated and/or county-contracted providers that will (1) fulfill the required processes described above and (2) receive referrals for follow-up visits in the community for continued behavioral health care.
- Governance Structure for Partnerships – Defined governance structure for coordinating with key partners (e.g., correctional facilities, care management organizations, providers, MCPs).
- Reporting and Oversight Processes *(Minimum Requirement)* – Established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.

3. Qualified Entities and Permissible Uses of Funding

A. Qualified Entities

The following entities are qualified to apply for funding through this initiative from May 1, 2023, to July 31 (90 days after application portal opens):

- County Sheriff's Offices to support county jails
- County Probation Offices to support youth correctional facilities
- California Department of Corrections and Rehabilitation (CDCR) to support state prisons
- County Behavioral Health Agencies to support Behavioral Health Links

In some counties, the Department of Public Health (or another county agency) actively manages correctional health care services and is responsible for coordinating and providing health services for individuals in correctional institutions (i.e., jails and youth

correctional facilities). If the county agency wishes to apply for PATH Round 3 funding on behalf of all jails in the county and/or on behalf of all youth correctional facilities in the county, the county agency must submit a formal letter of commitment from the correctional agency to work in partnership on implementing pre-release services. In these cases, the county agency that is responsible for coordinating and providing health care services should coordinate with the county sheriff or county probation office to assist in Implementation Plan development. Jails and youth correctional facilities within the same county should apply separately for funding.

As a reminder, community-based organizations, MCPs, County Health Departments and ECM providers can apply for the following PATH opportunities, listed in more detail above.

- Capacity and Infrastructure Transition Expansion and Development (CITED)
- Collaborative Planning and Implementation Program
- Technical Assistance Marketplace
- Whole Person Care Services and Transition to Managed Care Mitigation Initiative

B. Permissible Uses of Funding

The PATH Justice-Involved Round 3 funding is intended to support both planning and implementation of justice-involved reentry services, including investments in capacity and IT systems that are needed to effectuate Medi-Cal justice-involved reentry services. Qualified entities may pass through funding to individual correctional institutions, vendors, in-reach providers (including County Behavioral Health Agencies if they are contracted to provide pre-release services by correctional facilities or the Department of Public Health, or another county agency that actively manages correctional health care services), and other entities, as needed, to support implementation activities. Correctional facilities seeking PATH funds must demonstrate how they plan to use the funds to support the planning for and implementation of the *Operational Expectations (**Section 2.a.** and **2.b.** above)* that must be met in order to be deemed ready to go-live; the list below further describes processes and activities for which PATH Justice-Involved Round 3 funds can be used to meet go-live requirements. Entities unsure of whether their planned activities would qualify as permissible uses of funding under this initiative are encouraged to check with the PATH TPA prior to submitting their application by emailing justice-involved@ca-path.com, with the subject "Justice-Involved Reentry Initiative Capacity Building Program Funds."

DHCS will not set a deadline by which PATH Justice-Involved Round 3 funds recipients must spend their funds, but applicants will be required to define their grant period (i.e.,

start and end dates for spending their award) in both their PATH Justice-Involved Round 3 funds implementation plan and their grant agreement.

Please note that the purpose of the PATH Justice-Involved Round 3 program is to provide start-up funding to support planning and implementation of reentry services only, and reentry services will be funded through Medi-Cal service claims.

Permissible funding uses for correctional agencies include:

- **Implementing Billing Systems:** This includes expenditures related to modifying IT systems needed to support delivery of and billing for Medi-Cal Reentry Services (e.g., adoption of certified electronic health record (EHR) technology, purchase of billing systems). Please note that DHCS anticipates that implementing Medi-Cal billing and claiming services will be a heavy lift for many implementation partners and suggests correctional facilities prioritize PATH funding in this area.
- **Adoption of Certified EHR Technology:** This includes expenditures for providers' purchase or necessary upgrades of certified EHR technology and training for the staff that will use the EHR.
- **Technology and IT Services:** This includes the development of electronic interfaces for prisons, jails, and youth correctional facilities to support Medicaid enrollment and suspension/unsuspension and modifications. This also includes support to modify and enhance existing IT systems to create and improve data exchange and linkages with correctional facilities, local county social services departments, county behavioral health agencies, and others, such as MCPs and community-based providers. This could also include establishing technology to facilitate video/teleconferences between individuals and community-based care coordinators or providers.
- **Hiring of Staff and Training:** This includes expenditures related to recruiting, hiring, onboarding, and supporting staff salaries for personnel supporting the planning and delivery of Medi-Cal Reentry Services (as mandated in Welfare and Institutions Code 14184.800 (see "Guardrails for Supporting Staff Salaries" below for additional information).
- **Development of Protocols and Procedures:** This includes developing or modifying protocols and procedures that specify steps to be taken in preparation for and delivery of Medi-Cal Reentry Services and reentry coordination.
- **Additional Activities to Promote Collaboration:** This includes expenditures related to facilitating collaborative planning activities between correctional institutions, correctional agencies, MCPs, county behavioral health agencies, and other stakeholders as needed to support planning, implementation, and modification of Medi-Cal pre-release service processes.

- **Planning:** This includes developing policies and protocols for operationalizing the delivery of Medi-Cal Reentry Services, including process flows and procedures to incorporate already developed Medi-Cal application processes (and update them as needed), including (1) identifying uninsured individuals who are potentially eligible for Medi-Cal; (2) assisting with the completion of an application; (3) submitting an application to the county social services department or coordinating suspension/unsuspension; (4) incorporating new Medi-Cal Reentry Services processes, including screening for eligibility for Medi-Cal Reentry Services and reentry planning in a period for up to 90 days immediately prior to the expected date of release; (5) delivering, either directly through embedded providers or through in-reach providers,[8] necessary services to eligible individuals in a period for up to 90 days immediately prior to the expected date of release and care coordination to support reentry; and (6) establishing ongoing oversight and monitoring processes upon implementation.
- **Screening for Pre-Release Services (time limited to two years):** Correctional facilities may leverage PATH Justice-Involved Round 3 funding to pay for screening for pre-release services for a two-year limited period of time; DHCS will identify an ongoing reimbursement mechanism (e.g., Medicaid Administrative Activity (MAA) funding) for screening for pre-release services and will provide additional guidance once an approach is confirmed.
- **Other Activities to Support Provision of Medi-Cal Reentry Services:** This could include accommodations for private space such as movable screen walls, desks, and chairs to conduct assessments and interviews within correctional institutions; support for installation of audio-visual equipment or other technology to support provision of Medi-Cal Reentry Services delivered via telehealth; oversight and monitoring activities to ensure compliance with implementation plans; or other activities approved by the state to support the provision of pre-release Medi-Cal services.

Permissible funding uses for county behavioral health agencies include, but are not limited to:

- **Training, technical assistance, and planning efforts** to support agencies standing up behavioral health in-reach (if correctional facilities develop an agreement with county behavioral health agencies to perform these activities) and establishing linkages to the community (required in all counties as described in ***Section 2.B***.).
- **Recruitment, hiring, onboarding, and supporting staff salaries** for personnel supporting behavioral health in-reach services and Behavioral Health Links (as

[8] DHCS defines an embedded provider as a provider employed or contracted by the correctional facility (i.e., providers who do not also provide services in the community).

mandated in (see "Guardrails for Supporting Staff Salaries" below for additional information). Please note that the use of PATH funding to support the recruitment and onboarding of a behavioral health workforce to provide behavioral health in-reach services and Behavioral Health Links is designed to serve as a short-term glide path to support initial implementation efforts and increasing productivity rates over time; following the temporary capacity development period supported by PATH funding, these behavioral health in-reach service delivery and Behavioral Health Links functions are to be sustained through Medi-Cal reimbursement. functions are to be sustained through Medi-Cal reimbursement.

i. Guardrails for Supporting Staff Salaries

The following guardrails apply if applicants intend to support planning and implementation-related staff salaries with PATH Justice-Involved Round 3 funds:

- Funding for salary support may only be requested for the portion of FTE that is directly pertinent to planning/implementation of pre-release services and/or Behavioral Health Links processes (i.e., if FTE dedicates 10% of their time to planning/implementation of the reentry Medi-Cal services process, the entity may apply for PATH funds to cover 10% of salary).
- Requests for salary support must be reasonable relative to salaries for similar positions within the region.
- Applicants may apply for up to 5% additional funding (as compared to requested funding for salary) to support indirect costs.[9]
- Funding for direct salary support may include costs associated with fringe benefits, subject to the guardrails that are enumerated here.
- DHCS recommends that applicants cap funding for planning and implementation-related salary support as described below. Applicants that anticipate needing a longer time period to expend PATH Justice-Involved Round 3 funding to support staff salaries may request an extended time cap in their PATH Justice-Involved Round 3 funds application. As needed, applicants should include justification for extending the timeline to support staff salaries in the budget template "justification section."
    - For correctional facilities, funding for salary support will be capped at 6 months past go-live date.

[9] "Indirect costs" are defined as administrative overhead expenses that are not readily identified with or directly pertinent to the funding request but are necessary for the general operation of activities outlined in the funding request.

Applicants may request funding to support one or more of the permissible use categories described above. Applicants will be required to include the total funding amount requested and a high-level description of how the requested funding will be used in their Implementation Plan. Entities will also be required to submit a separate budget template as part of the Implementation Plan to provide additional detail on their funding request as it relates to each permissible use category to the TPA. The budget template will collect additional information including descriptions, justifications, and requested funding amounts for each item or activity for which the applicant is requesting funding.

DHCS reserves the right to place additional guardrails on funding for salary support at its discretion.

4. Funding Allocations

If you have specific questions about what you might be eligible for as an eligible facility, please email justice-involved@ca-path.com.

A. Correctional Facilities

For correctional agencies, the maximum amount of funding that applicants are eligible to receive will depend on the type of correctional facility and the average daily population of incarcerated individuals within their jurisdiction. The average daily population will be a standard set of time—January through June 2022—and will be confirmed via publicly available materials and will be confirmed by the correctional facility.[10]

B. Behavioral Health Agencies

For County Behavioral Health Agencies, the maximum amount of funding that applicants are eligible to receive is divided into two parts:

1. **Training, technical assistance, and planning efforts** to support counties to stand up their behavioral health in-reach programs, including training, technical assistance, and planning efforts as indicated. Each county will be eligible for a minimum base allocation; additional funding will be proportionately allocated to each county based on point-in-time funding methodologies of a county's share of SMHS and DMC/DMC-ODS populations.

[10] Sources can include publicly available data found on Board of State and Community Corrections (BSCC) or directly from correctional agencies' website.

2. **Recruitment efforts** to support counties in hiring the necessary personnel to provide behavioral health assessments, behavioral health clinical consultation, and in-reach services, and to facilitate linkages, referrals, and professional-to-professional clinical handoffs. Each county will be eligible for a minimum base allocation; additional funding will be proportionately allocated to each county based on point-in-time funding methodologies of a county's share of SMHS and DMC/DMC-ODS populations.

5. Funding Distribution and Progress Reporting

Approved applicants will receive funding based on the following milestones:

» **Application Approval.** Entity will receive 10% of the maximum amount of funding they are eligible to apply for within 90 days of application review and approval. Eligible facility will be required to provide DHCS with information on their current state and operational needs in order to be eligible for funds tied to the application approval. If a county has previously completed a DHCS technical assistance survey, they have already met this requirement and will need to submit an application but do not need to send additional information.

Please note that correctional facilities have 30 days to fill out grant terms and conditions once application is approved. DHCS suggests that correctional facilities start the Board of Supervisors approval (as necessary) prior to submitting their applications. If a correctional facility has Board of Supervisors approval prior to submitting their application, money will be approved within 30 day of application period ending; if correctional facility does not have board approval, then approval could take 60 days.

» **Implementation Plan Approval.** Entity will receive 60% of requested funding upon review and approval of the Implementation Plan. Implementation Plan will be submitted within 180 days (six months) of award notification.

» **Interim Progress Report Approval.** Entity will receive 15% of requested funding upon review and approval of the interim progress report. Interim progress report will be submitted when agency has successfully implemented 50% of operational criteria described in Operational Criteria (***Section 2*** of this document).

» **Final Progress Report Approval.** Entity will submit a final progress report no later than 45 days after the agency has successfully implemented 100% of the

focus area requirements in the implementation plan and received written approval from DHCS to go-live OR by **July 1st, 2026** to receive remaining 15% of funding allocation, whichever comes first. No extensions will be allowed.

Funding recipients will be required to submit for approval an Implementation Plan, two executive progress reports, an interim progress report, and a final progress report to the PATH TPA to describe their progress in implementing pre-release service processes.

The Implementation Plan will collect information related to the Operational Expectations outlined in ***Section 2*** of this guidance. A comprehensive policy and operational guide for pre-release services is forthcoming, and applicants should review that guidance to inform implementation plan design.

The progress reports will collect the following information, at a minimum:

- Narrative description of entity's capabilities and processes to support programmatic requirements necessary to implement pre-release service processes, including progress toward each operational criterion described in program applications
- High-level explanation of how funds were used to date
- Attestation of non-duplication and supplantation of PATH funding
- Description of collaborations or working sessions with local county social services departments, local Medi-Cal MCPs, in-reach providers, and correctional agencies/county behavioral health agencies
- Executive progress reports will require awardees to provide a high-level update to DHCS on the awardee's receipt and use of grant funds, including the awardee's progress toward program metrics, a funding status update, barriers, and best practices. The timeline for the Executive Progress Reports as well as the Interim and Final Progress Report are outlined below.

All progress reports submitted by correctional/county behavioral health agencies will be reviewed and approved by the PATH TPA according to criteria developed by DHCS. DHCS will ultimately decide which reports are approved.

When entities submit their final progress report, they will be required to attest that they have successfully implemented each of the minimum requirements as detailed in the Operational Criteria. Both correctional agencies and county behavioral health agencies will be required to complete a readiness assessment before fully implementing pre-release Medi-Cal services. Information included in final progress reports for PATH Justice-Involved Round 3 funds may be leveraged to complete readiness assessments at a later date.

Milestone	Reporting Requirements	Funding Disbursement
Application Approval	» Entity submits streamlined application that collects essential information about applicant, including applicant information (including number of facilities and population information), descriptions of operational criteria that are already in place (note that this could include completion of DHCS technical assistance survey), and confirmation of intent to submit implementation plan within 180 days of award notification. » Application will not include a specific funding request.	» Entity will receive 10% of the maximum amount of funding they are eligible to apply for upon application review and approval.
Implementation Plan Approval	» Funding recipient submits a detailed Implementation Plan that documents how they will use PATH funding to implement each operational criteria. » Implementation Plan will be accompanied by a detailed budget template that documents the amount of funding requested and how requested funding will be applied to different permissible uses.	» Entity will receive 60% of requested funding upon review and approval of the implementation plan.

Milestone	Reporting Requirements	Funding Disbursement
	» Implementation Plan will be submitted within 180 days (six months) of award notification.	
Executive Progress Report 1	» The awardee will submit an executive progress report by January 15, 2025	» N/A
Interim Progress Report	» Funding recipient will submit an interim progress report to document how PATH funds were spent to date and will describe how the entity is working on implementing each focus area	» Entity will submit an interim progress report by **July 1st, 2025** to receive 15% of funding allocation.
Executive Progress Report 2	» The awardee will submit an executive progress report by January 15, 2026	» N/A
Final Progress Report	» Funding recipient will submit a final progress report no later than 45 days after the agency has successfully implemented 100% of operational readiness requirements described in Operational Criteria and received written approval from DHCS to go-live.	» Entity will submit a final progress report no later than 45 days after the agency has successfully implemented 100% of the focus area requirements in the implementation plan and received written approval from DHCS to go-live OR by **July 1st, 2026** to receive remaining 15% of

Milestone	Reporting Requirements	Funding Disbursement
		funding allocation, whichever comes first. No extensions will be allowed.

6. Application Process

Entities are not required to have participated in Round 1 or Round 2 of the PATH Justice-Involved Capacity Building Program to be eligible for funding for Round 3 funds from PATH Justice-Involved Reentry Initiative Capacity Building. To be awarded PATH Justice-Involved Round 3 funding, entities must complete the standardized application form developed by DHCS. This application form will collect the following information:

1. Applicant information (name, entity type, population served)
    a. Organization Name
    b. Type of Agency
        i. County Sheriff's Offices to support county jails;
        ii. County Probation Offices to support youth correctional facilities;
        iii. California Department of Corrections and Rehabilitation to support state prisons
        iv. County Behavioral Health Agencies to support Behavioral Health Links
    c. Name of Application Authorized Representative
    d. Title of Application Authorized Representative
    e. Telephone Number of Application Authorized Representative
    f. Email of Application Authorized Representative
    g. Mailing Address of Application Authorized Representative
    h. County
        i. If county correctional facility, request:
            1. Number of facilities within county for adult jails and youth correctional facilities
            2. Most recent publicly available source confirming average daily population (with attachments supporting the number they are reporting)

   ii. If county behavioral health agency, request number of individuals on SMHP/DMC/DMC-ODS
2. Eligible facility will be required to provide DHCS with information on their current state and operational needs in order to be eligible for funds tied to the application approval. If an eligible facility has previously completed a DHCS technical assistance survey (correctional facility survey available here; the county behavioral health agency survey will distributed by the County Behavioral Health Directors Association), they have already met this requirement and do not need to send additional information.
3. Submission of implementation plan within 180 days of award notification.

Note: Applications will not include information on amount of funding requested (funding request will be documented in Implementation Plan with details on how applicant will use PATH funding to implement operational criteria).

Applications will be reviewed by a TPA contracted by DHCS for completeness and accuracy and to ensure that intended uses of funding are permissible. The TPA will recommend applications for funding to DHCS within 30 days of application closing. DHCS will ultimately approve applications upon receipt from the TPA and will notify applicants of awards via email. If DHCS or the TPA identifies issues or questions related to applications, they may reach out to applicants via email to seek additional information. If applications are not approved or are pending additional information, then DHCS or the TPA will respond in writing and will describe specific reasons for denial of the application, or the specific information required to continue reviewing the application. In these cases, applicants will have 30 days to address issues flagged by DHCS or the TPA and resubmit applications for approval.

7. Program Oversight and Monitoring

DHCS and the PATH TPA will take multiple steps to ensure adequate program oversight and monitoring, including the following:

- Funding recipients will be required to attest that:
  - PATH funding will be expended as described in the program implementation plan and will only be used to support permissible uses of funding.
  - PATH funding will not duplicate or supplant funding received from other federal, state, or local sources.
- Funding recipients may be required to respond to general inquiries from DHCS or the TPA pertaining to this initiative and progress toward activities described in

program applications. Entities that fail to meaningfully engage with DHCS or the TPA in response to these inquiries may be:
    - Subject to audit and, if necessary, recoupment by DHCS to ensure adequate documentation, application, and reporting of permissible expenditures only; and/or
    - Precluded from receiving additional PATH funding.
- Funding recipients are required to alert DHCS and the TPA if circumstances prevent them from carrying out activities described in program applications. In these cases, entities may be required to return unused funds to DHCS depending on the circumstances in question.
- Funding recipients will be required to submit progress reports in a manner/frequency determined by DHCS. Failure to submit progress reports or include required information may preclude the entity from receiving additional PATH funding. Funding recipients will be expected to complete an attestation of system readiness following the completion of Round 3 activities.
- DHCS or the TPA may conduct spot audits to ensure funds are spent on permissible uses and are documented and reported appropriately.

In addition to PATH funding oversight and monitoring, DHCS also intends to implement overall oversight monitoring processes of the Justice-Involved Reentry Initiative that will be described in forthcoming guidance.

8. Questions

Thank you for your interest in the PATH Justice-Involved Capacity Building Program. If you have general questions about the PATH Justice-Involved Capacity Building Program or any of the information included in this document, please email justice-involved@ca-path.com with the subject "Justice-Involved Reentry Initiative Capacity Building Program Funds."

E-Contract Review
Approval as to Form

Department Name:	Tehama County Health Services Agency
Organization Name:	Providing Access and Transferring Health (PATH) Justice Involved Reentry Initiative
Document Description:	Application to receive funding through PATH Justice-Involved Reentry Initiative Capacity Building Program

APPROVED AS TO FORM:

Date: 12/15/2025

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-2173 **Agenda Date:** 12/30/2025 **Agenda #:** 9.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement and necessary attachments with The California Department of Health Care Services (DHCS) for the Zero-Cost Vehicle Use Agreement, effective 7/1/25 and shall terminate on 6/30/31

Financial Impact:
There is no cost associated with this agreement, Budget Unit 40131. There is no impact to the General Fund.

Background Information:
On April 16, 2024, the Board of Supervisors approved Misc. Agreement 2024-086 for the implementation of the Crisis Care Mobile Units Program (CCMU) grant. The grant's purpose was to support infrastructure of the CCMU program, including the purchase of vehicles.

This agreement with DHCS provides additional obligations to Tehama County Health Services Agency (TCHSA) as a condition of receiving funds, keeping vehicles purchased with grant funds, and in order to comply with requirements of the statutes governing the Behavioral Health Continuum Infrastructure and the State General Funds.

SCO ID: 4260-2550420

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50420	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
Tehama County

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
June 30, 2031

3. The maximum amount of this Agreement is:
$0.00 (Zero Dollars)

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	10
	Exhibit B	Budget Detail and Payment Provisions	1
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ -	Exhibit D	Special Terms and Conditions	40
+ -	Exhibit E	Additional Provisions	4
+ -	Exhibit F	Contractor's Release	2
+ -	Exhibit G	Business Associate Addendum (HIPAA)	6

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
Jayme S. Bottke	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Jayme S Bottke	12-16-25

SCO ID: 4260-2550420

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50420	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) W&I Code, Section 5960.25		

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Tehama County	94-6000543

By (Authorized Signature)

Jayme S. Bottke

Printed Name and Title of Person Signing

Jayme S Bottke

Date Executed	Executed in the County of
12-16-25	Tehama

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

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

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

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

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Exhibit A
Scope of Work

Zero-Cost Vehicle Use Agreement

1. Use Overview

The California Department of Health Care Services ("DHCS") agrees to provide Tehama County ("Grantee") with the rights to use DHCS property and vehicles as described in this Agreement ("Agreement"). DHCS oversees the Behavioral Health Continuum Infrastructure Program (BHCIP) pursuant to Cal. Welf. & Inst. Code §§5960-5960.4. DHCS established the BHCIP Round 1 Grants to award competitive grants to qualified entities to support behavioral health mobile crisis and non-crisis services, and to fund Crisis Care Mobile Units (CCMU).

DHCS awarded the Grantee a BHCIP Round 1 grant to purchase vehicles necessary for CCMU teams to be able to reach and serve individuals in crisis located in the City of Red Bluff, County of Tehama, State of California, and to operate the specific vehicles for their intended purposes identified in Grantee's grant application. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicles as specified in this Agreement.

The grant for Grantee's vehicles are funded through State General Funds (SGF). As part of DHCS's grant award to Grantee, Grantee entered into a contract, AHP-21-10349 ("Prime Contract"), with Advocates for Human Potential (AHP), who is acting as DHCS's agent to administer Round 1 grants, to undertake Grantee's purchase of CCMU vehicles. This Agreement between DHCS and Grantee provides additional obligations the Grantee has to DHCS as a condition of receiving all funds, keeping vehicles purchased with grant funds under Grantee's contract with AHP, and in order to comply with the requirements of the statutes governing BHCIP and the SGF.

This Agreement hereby incorporates by reference the provisions set forth in Prime Contract AHP-21-10349, as applicable to this Agreement. The applicable provisions set forth in AHP-21-10349 shall survive the termination of AHP-21-10349 for purposes of this Agreement. The provisions in this Agreement shall supersede any conflicting provisions in AHP-21-10349.

It is the intent of the parties that Grantee, and any subsequent owners of the vehicles, continue to be bound by the requirements of the BHCIP statutes and this Agreement for a period of six (6) years from the effective date of this Agreement. The BHCIP statutes, as written on the date of this agreement, are hereby incorporated by reference into this agreement.

The term of this Agreement is for six (6) years after the effective date of this Agreement. During this period, the Grantee shall:

A. Ensure that upon the earlier of (i) the termination or expiration of the Agreement term, or (ii) upon the vehicle becoming non-operational, the Grantee will do the following within ninety (90) days:

   1. Sale of the Vehicle: The Grantee will arrange for the sale of the Vehicle at fair market value. Grantee will obtain prior written consent from DHCS prior to sale of the Vehicle.

   2. Use of Proceeds: The proceeds from the sale or disposition of the Vehicle will be used exclusively for BHCIP purposes consistent with Cal. Welf. & Inst. Code §5960 et seq. The Grantee will provide documentation reasonably satisfactory to DHCS confirming that the proceeds were used for BHCIP purposes.

   3. "Non-operational" means the vehicle is no longer functioning, no longer serviceable, not cost worthy to repair, uninsurable, or determined to be a total loss by insurance.

   4. The provisions under this Section 1(A) shall survive the expiration or termination of this Agreement.

B. Ensure that the vehicles are maintained, at the Grantee's expense, in good condition and to arrange for necessary repairs and maintenance during the Agreement term.

C. Ensure that Grantee has provided, maintained, and certified automobile liability insurance is in effect during the term of this Agreement or any extension period during which the vehicles remain in the Grantee's possession, and as specified in AHP-21-10349.

D. Ensure that if, during the term of this Agreement and until the sale or insurance total loss of the vehicles, they are damaged, destroyed, stolen, abandoned, or taken by any judicial or governmental authority, the Grantee will remain financially responsible for the fair market value of the vehicles at the time of loss. The Grantee will notify DHCS within 10 days of any of these events.

E. Ensure that Grantee agrees to pay all costs, expenses, fees, and charges in connection with the use and operation of the vehicles during the term of this Agreement, as well as any and all increased or added sales taxes, personal property, and other ad valorem taxes and assessments and/or other governmental charges whatsoever on the vehicles, or on the use, ownership, possession, transportation, delivery, or operation of the same. Grantee agrees to reimburse DHCS for the full costs, expenses, taxes, fees, and other charges paid by DHCS in which Grantee is obligated to pay.

F. Ensure that all operators of the vehicles must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in each vehicle, the operator must also hold a State of California Class B driver's license.

G. Ensure that the vehicles remain the property of DHCS, or its nominees, successors, or assigns, at all times during the term of this Agreement. DHCS retains full ownership of the vehicles and the Grantee holds only a leasehold interest to use the vehicle for the purposes specified in this Agreement. The Lessee must not assign, transfer, sublet, sell, or encumber the Vehicle in any way without the prior written consent of DHCS.

H. Ensure that the vehicles are used in compliance with the requirements set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.A of this Agreement;

I. Ensure that the vehicles are used in compliance with requirements governing the SGF.

J. Comply with the change of vehicle use requirements contained in Section 5.B. of this Agreement, if applicable;

K. Maintain all books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.C. of this Agreement;

L. Provide DHCS access to the vehicles, books, accounting records, client records, and documents in accordance with the requirements set forth in Section 5.D. of this Agreement;

M. Provide DHCS with reports in the manner and frequency set forth in Cal. Welf. & Inst. Code §§5960-5960.4 and Section 5.E. of this Agreement; and

N. Comply with any and all applicable rules and laws, including those governing the disposition of property in the event that Grantee elects to transfer use rights to the vehicles.

2. Use Location

The vehicles must be used within the State of California.

3. Use Hours

The vehicles must be used during normal Grantee working hours and days.

4. Authorized Representatives

A. The authorized representatives during the term of this Agreement will be:

Department of Health Care Services	**Tehama County**
Contract Manager: Laurice Artap Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Contract Manager: Jayme Bottke Telephone: (530) 527-8491 Email: Jayme.bottke@tchsa.net

B. Direct all inquiries to:

Department of Health Care Services	**Tehama County**
Community Service Division, Behavioral Health Expansion Branch Attention: Laurice Artap Mail Station Code 2635 P.O Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 345-8512 Email: Laurice.Artap@dhcs.ca.gov	Attention: Natalie Shepard 818 Main Street PO Box 400 Red Bluff, CA 96080 Telephone: (530) 527-8491 x3166 Email: Natalie.shepard@tchsa.net

C. Either party may make changes to the information above by giving written notice to the other party. Said changes will not require an amendment to this Agreement.

5. Uses to be Allowed

A. Operation of the vehicles

For the term of this Agreement, the Grantee must comply with the following requirements:

1. Operate the vehicles in accordance with all applicable requirements in Cal. Welf. & Inst. Code §§5960-5960.4;

2. Operate the vehicles for the type of behavioral health services identified in the Grantee's DHCS approved BHCIP grant application, unless otherwise approved by DHCS in the manner described in Section 5.B below;

3. Accept Medi-Cal beneficiaries; and

4. Operate the vehicles in compliance with all applicable requirements governing the SGF.

B. Change in Vehicle Use

If Grantee wants to change the type of behavioral health services that it serves with the vehicles to something other than what was approved in the Grantee's BHCIP grant application, the Grantee must submit a written request to DHCS prior to making such a change.

The Grantee's written request must:

1. Identify the desired type of behavioral health service;

2. Explain the need for the proposed change;

3. Identify any licenses, certifications, modifications, staff, or any other requirement that the Grantee must obtain before being able to make the proposed change; and

DHCS has absolute discretion to permit or deny the request and may require the Grantee to provide additional information to evaluate the Grantee's request.

C. Record Retention

1. The Grantee must maintain books, accounting records, client records, and other documents, in a manner sufficient to properly reflect all direct and indirect costs of operating the vehicles during the term of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

2. The Grantee's records and each vehicle's records will be subject at all reasonable times to inspection, audit, and reproduction by authorized representatives of the State of California, including DHCS or its authorized representatives.

3. The Grantee agrees that departments authorized to represent the State of California (including DHCS, the Department of Finance or its authorized representatives, the Bureau of State Audits, or their designated representatives) and authorized representatives of the United States (including the Comptroller General) shall have the right to review and to copy any records and supporting documentation pertaining to the permissible uses and performance of this Agreement. The 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to permissible uses or performance of this Agreement (Cal. Gov. Code §8546.7, 2 CCR §1896.77).

4. The Grantee must preserve and make available its records (1) for a period of five years from the expiration of this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period, whichever is later.

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

D. DHCS Monitoring

1. DHCS, or its authorized representatives, has the right at all reasonable times to inspect the vehicles. If DHCS exercises this right to inspect, the Grantee must provide access to the vehicles, and will provide reasonable assistance for the safety and convenience of the DHCS or its authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

E. Reports to DHCS

Within 90 days of the end of each quarter [for the first three years of the term of this Agreement and on an annual basis thereafter], the Grantee must submit reports to DHCS to mailto:BHCIP@dhcs.ca.gov. The reports must include the following information:

1. Provide DHCS with proof of insurance for the vehicles annually or whenever there is a change in coverage.

2. Provide DHCS with proof of vehicle(s) maintenance, such as oil changes.

3. Annual Equipment/Property Inventory

   a. If the Grantee enters into an agreement with a term of more than twelve months, the Grantee must submit an annual inventory of state equipment and/or property to the DHCS using a form or format designated by DHCS. If an inventory report form does not accompany

this Agreement, the Grantee must request a copy from DHCS. The Grantee must:

i. Include in the inventory report, equipment and/or property in the Sponsor's possession and/or in the possession of a subcontractor (including independent consultants).
ii. Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by DHCS.
iii. Contact DHCS to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHCS.

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

4. Performance Measures

a. Provide the county location of CCMU program.

i. What cities are served?
ii. What cities were served during the current time period?

b. Provide the following information regarding the vehicles in possession purchased with BHCIP funds:

i. Description (make/model)
ii. Date purchased
iii. Is the vehicle operational?
iv. The current odometer reading

c. Provide the hours of operation and the hours per week the CCMU services are available.

d. Describe the makeup of your CCMU teams.

i. Provide an organization chart

ii. Identify the various positions of the CCMU team (i.e. Peer support staff, mental health clinician, etc.…)
iii. Indicate how many staff are from each position.

e. Provide the total requests for CCMU services that resulted in a CCMU Team:

i. Dispatched and CCMU services provided
ii. Resolved without dispatching a CCMU team

f. Provide the age range of the total amount of unduplicated individuals served through dispatch.

g. Provide the number of all individuals receiving CCMU services through dispatch, for the reporting quarter, by previous experience with behavioral health care:

i. Have never received behavioral health services before
ii. Receive or have received SMI/SED services (full service partnerships other SMI services
iii. Receive or have received SUD services
iv. Receive or have received some counseling or community based mental health services in the past.
v. Other
vi. Not reported

F. Single Audit

The grant for Grantee's vehicles is funded through State General Funds (SGF). Therefore, Grantee must comply with any and all applicable rules, including those governing the disposition vehicles in the event that Grantee elects to transfer ownership of the vehicles.

Furthermore, Grantee must comply with any and all of the California Department of Finance's SGF reporting requirements.

G. Assignment of this Agreement Following the Transfer of Use Rights to the Vehicles

If at any time during the term of this Agreement the Grantee sells, gifts, or otherwise transfers use rights of the vehicles, in whole or in part, the Grantee must ensure that, as a condition of the use rights transfer, the subsequent user of the vehicles complies with the terms of this Agreement.

Prior to finalizing any transfer of use rights to the vehicles, the Grantee must request that DHCS formally amend this Agreement to assign the Grantee's obligations under this Agreement to the subsequent user of the vehicles.

This Agreement is not assignable by the Grantee, either in whole or in part, without the prior written consent of DHCS.

H. Remedies

If the Grantee violates any terms of this Agreement, DHCS or another department authorized to represent the State of California, may impose a corrective action plan and/or take any and all actions or remedies that are available under this Agreement, at law, or in equity, including but not limited to the following enforcement actions:

1. Disallow all or part of the cost of the activity or action not in compliance.

2. Wholly or partly suspend or terminate the grant award.

3. Withhold or deny further BHCIP awards to the Grantee.

4. Require the Grantee to forfeit and return all or part of the grant funds, including any interest, and/or

5. Require the Grantee to forfeit and return all unused grant funds, including any interest.

6. Specific performance.

7. Terminate this Agreement.

DHCS (or another department authorized to represent the State of California) may specify the timeframes and deadlines for the Grantee's compliance with the above remedies. All remedies required by DHCS will be final and are not subject to administrative review.

DHCS (or another department authorized to represent the State of California) may take any other permissible remedies available in law and equity to enforce the terms of this Agreement.

The provisions under this Section 5(H) will survive the expiration or termination of this Agreement.

6. DHCS Responsibilities

DHCS will oversee the change in vehicle use, record retention, monitoring, review of reports submitted, and remedies as identified in sections 5(B), 5(C), 5(D), 5(E), and 5(H) above.

7. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), and the implementing regulations, including 36 C.F.R. Part 1194 and 28 C.F.R. Part 36, as applicable. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 7405 codifies section 508 of the Rehabilitation Act of 1973 and its implementing regulations requiring accessibility of electronic and information technology.

8. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.

9. Word Usage

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

Exhibit B
Budget Detail and Payment Provisions

1. Payment

This is a non-financial, zero cost Agreement.

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

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

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

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. Federal Equal Opportunity Requirements

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

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

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

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. **Equipment/Property definitions**

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

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

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

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

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

1) Equipment/property purchases must not exceed $50,000 annually.

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

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

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

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

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

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

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

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

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

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

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

4. Equipment / Property Ownership / Inventory / Disposition

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

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

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

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

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

2) **Annual Equipment/Property Inventory**

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

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

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

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

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

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

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

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

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

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

g. **Motor Vehicles**

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

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

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

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

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

Automobile Liability Insurance

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

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

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

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

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

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

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

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

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

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

5. Subcontract Requirements

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

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

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

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

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

a) A local governmental entity or the federal government,

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

c) A Joint Powers Authority,

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

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

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

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

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

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

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

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

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

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

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

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

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

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

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

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

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

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

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

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

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

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

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

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

9. Federal Contract Funds

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

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

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

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

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

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

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

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

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

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

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

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

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

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

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

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

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

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

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

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

equity.

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

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

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

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

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

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

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

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

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

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

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

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

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

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

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

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

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

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

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

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

19. Debarment and Suspension Certification

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

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

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

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

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

    3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

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

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

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

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

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

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

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

20. Smoke-Free Workplace Certification

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

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

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

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

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

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

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

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

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

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

26. Officials Not to Benefit

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

27. Prohibited Use of State Funds for Software

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

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

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

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

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

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

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

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

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

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

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

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

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

32. Union Organizing

(Applicable only to grant agreements.)

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

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

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

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

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

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

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

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

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

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

f. Earned/Accrued Compensation

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

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

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

a) **Example No. 1:**

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

b) **Example No. 2:**

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

c) **Example No. 3:**

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

34. Suspension or Stop Work Notification

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

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

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

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

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

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

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

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

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

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

35. Public Communications

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

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

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

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

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

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

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

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

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

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

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

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

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

b. Prohibition

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

Attachment 1
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

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

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Amendment Process

A. This provision is in addition to provision 2 of Exhibit C, General Terms and Conditions (GTC 02/2025).

B. Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments must be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes must be made through the State's official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), the Centers for Medicare and Medicaid (CMS), or any other applicable regulatory agencies, is such approval(s) are required.

2. Termination for Convenience

A. This provision replaces and supersedes only Provision 10(b) Termination for Convenience in Exhibit D. **Note**: Provision 10(a) Termination for Cause in Exhibit D remains in force as is.

B. This agreement may be terminated, in whole or in part, without cause, and without penalty, by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification must state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from DHCS, Contractor must take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims.

Exhibit E
Additional Provisions

D. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

3. Insurance Requirements

Contractor must comply with the following insurance requirements:

A. General Provisions Applying to All Policies

1. Coverage Term

   Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal

   Contractor is responsible to notify the State within thirty (30) days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible & Other Costs

   Contractor is responsible for any deductible or self-insured retention contained within their insurance program, or any premiums or assessments.

4. Primary Clause

   Any required insurance contained in this contract must be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating

   All insurance companies must carry an A rating or better. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Exhibit E
Additional Provisions

6. Endorsements

   Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance

   Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

8. Subcontractors

   If Contractor has identified subcontractors for the work/services identified in the scope of work, the Contractor must include all subcontractors as insureds under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of Contractor.

9. Certificate of Insurance

   The Contractor shall furnish a Certificate of Insurance for in complete compliance with the terms of the applicable insurance requirements in this provision (i.e., coverage type; dollar limit per occurrence; cancellation requires notification to DHCS at least thirty (30) days in advance; and the State of California, its officers, agents, and employees are included as additional insureds with respect to work performed for the State of California under this Agreement).

B. Commercial General Liability

Contractor and any subcontractors must maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits must apply separately to this project/location, or the general aggregate limit must be twice the required occurrence limit. If the aggregate applies "per project/location" it must so state on the certificate. The policy must include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must be endorsed to include the State of California, its officers, agents and

Exhibit E
Additional Provisions

employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

C. Automobile Liability

Contractor must maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance must cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured with respect to work performed under the contract. The additional insured endorsement must be provided with the certificate of insurance.

D. Workers Compensation and Employers Liability

Contractor must maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of the State.

Contractor's Release

Instructions to Contractor:

Final Invoice(s)

Submit one original invoice signed by a person authorized to bind the Contractor. The original invoice may submitted and signed electronically using an authorized electronic signature in accordance with California State Administrative Manual 1240. The only authorized form of electronic signature is a digital signature that meets requirements under California Government Code 16.5 and California Secretary of State Regulations for Digital Signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of $ _____ and dated _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post-consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____

Printed Name/Title of Person Signing: _____

Date: _____

Distribution: Accounting (Original) Program

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.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Department of Health Care Services

Contract Description: For the purpose of rights to use DHCS property and Vehicles

APPROVED AS TO FORM:

Date: 12/09/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2174 **Agenda Date:** 12/30/2025 **Agenda #:** 10.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign Agreement 11645-TC-QM-25/26 with the California Mental Health Services Authority (CalMHSA) for participation in the Healthcare Effectiveness Data and Information Set ("HEDIS") program with total funding in the amount of $25,920, effective 1/1/26 and shall terminate 12/31/29

Financial Impact:
Mental Health Services Act (MHSA) dollars will be utilized to pay for these services, Budget Unit 40131. There is no impact on the General Fund.

Background Information:
This Participation Agreement is a renewal and will support the Tehama County Health Services Agency (TCHSA) in meeting the Department of Healthcare Services (DHCS) mandated Healthcare Effective Data and Information Set (HEDIS) reporting requirements for Measurement Year 2025. HEDIS is one of health care's most widely used performance improvement tools to evaluate and drive health care quality. CalMHSA will utilize data provided by the department to calculate the five required Mental Health Plan measures and produce one annual report to help target interventions and meet state requirements. CalMHSA will host webinars to support in orienting to HEDIS measurement and related performance improvement strategies.

This agreement is for the Measurement Year 2025/Reporting Year 2026 and will be amended on an annual basis to add information and/or services related to future Measurement Years.

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
HEDIS PERFORMANCE MEASUREMENT
MEASUREMENT YEAR 2025/REPORTING YEAR 2026

COVER SHEET

Tehama County ("Participant") desires to participate in the HEDIS Performance Measurement Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, as well as the terms of the JPA-Business Associate Agreement executed between the parties, which is incorporated herein by reference. The Agreement is effective on January 1, 2025, through December 31, 2029 ("Term"). The following exhibits are attached and form part of this Agreement:

☑	Exhibit A	Detailed Program Description, Requirements, Restrictions
☑	Exhibit B	General Terms and Conditions

1. **Summary of Program**: CalMHSA is offering the following Program to Counties:

This is a multi-year Agreement to support counties in the calculation, reporting, and monitoring of Behavioral Health Accountability Set ("BHAS") measures under the Program. The Agreement will be amended annually to include new and/or updated reporting requirements for subsequent Measurement Years. Currently this Agreement only addresses the deliverables associated with Measurement Year 2025/Reporting Year 2026. Participants have the option of selecting a Simple or Enhanced deliverable bundle, as described below, depending on their county's needs.

2. **Funding**: The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of $25,920.00. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt.

Authorized Signatures:

CalMHSA

Signed:_____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date:_____

Participant:

Signed: _____ Name (Printed): Matt Hansen

Title: Chairperson, Tehama County Board of Supervisors Date: _____

Signed: _____ Name (Printed): _____

Title: County Counsel Date: _____

Signed: Jayme S Bottke Name (Printed): Jayme S. Bottke

Title: Executive Director Date: 12-16-25

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Program will support the Participant in meeting the BHAS Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year ("MY") 2025/Reporting Year ("RY") 2026.

This Agreement will be amended on an annual basis to add information regarding and/or Services related to future Measurement Years. In keeping with HIPAA and National Committee of Quality Assurance ("NCQA") HEDIS reporting compliance regulations and data retention guidelines, all data received by CalMHSA through this Agreement will be retained by CalMHSA for a period not to exceed six years after the Measurement Year in which the data is received. All data will be destroyed after it has been retained for six years.

MY25/RY 26 Required BHAS Measures*:

Mental Health Plan ("MHP") Measures:

- Follow-Up After Emergency Department for Mental Illness ("FUM");
- Follow-Up After Hospitalization for Mental Illness ("FUH");
- Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics ("APP");
- Adherence to Antipsychotic Medications for Individuals with Schizophrenia ("SAA").

Drug Medi-Cal Organized Delivery System ("DMC-ODS") Measures:

- Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence ("FUA");
- Pharmacotherapy of Opioid Use Disorder ("POD");
- Use of Pharmacotherapy for Opioid Use Disorder ("OUD");
    - SAMHSA is the measure steward.
- Initiation and engagement of Substance Use Disorder Treatment ("IET").

***Please Note:** CalMHSA will only calculate the measures that are required reporting for the Participant's Behavioral Health Plan.

Obligations:

CalMHSA shall:

- Be certified as an NCQA-Certified Vendor for all NCQA MY 25 measures/RY 26.
- Produce HEDIS measures results based on MY 2025 specifications using data provided by the Participant.
- Accept required data files from Participant via secure file transfer.

- Complete all deliverables included with the purchase of a Simple or Enhanced Bundles for MY 2025/RY 2026 as detailed in Table 1, below.
- For Participants utilizing SmartCare:
    - Extract relevant MMEF, MHP and DMC-ODS services and/or 837 claims data from SmartCare EHR.

TABLE 1			
Included in the following Bundles:	**Deliverables #**	**Deliverable Title**	**Description**
○ Simple ○ Enhanced	1	MY25 HEDIS/RY 26 Audit Support	CalMHSA will apply certified logic to data provided by the Participant to calculate the required BHAS measures for annual EQRO audit deliverables and DHCS requirements. CalMHSA will produce and submit the following deliverables directly to the EQRO and will also share with the Participant: • Preliminary and final rates via an aggregated Rate Reporting Template ("RRT") • Member-level details ("MLD") files used for primary source verification. "MLD" files will also be shared directly with the county via secure file share. • Back-end table screenshots of selected EQRO cases for primary source verification (front-end EHR screenshots are not included in this offering).
○ Simple ○ Enhanced	2	MY25 HEDIS/RY26 Descriptive Analysis Report	CalMHSA will produce one annual report ("Descriptive Analysis Report") based on aggregated data including denominator and numerator details, including demographic stratification. This report will be released after the conclusion of the audit cycle (Deliverable 1).
○ Enhanced	3	Quarterly HEDIS Calculation	In addition to the reports generated during the annual audit cycle, CalMHSA will produce three quarterly reports that calculate rolling measurement year windows. These reports will also stratify measure performance by quarter. These reports will be provided via an excel quarterly trending report. Member-Level details will be included with the quarterly deliverables.

Participant shall:

- Provide required data for HEDIS analysis as described in the table below.
  - For the highest percent data completion on Plan Data Feed, counties should submit monthly Plan Data Feed files.
- Submit files in the table below without a nested folder structure.
  - For 837 data, one folder can include many data files, but one folder should not contain multiple sub-folders.
- **Participants opting into either the Simple or Enhanced Options**, submit data to CalMHSA to meet MY25/RY 26 deliverables as detailed in Table 2. The Department of Healthcare Services requires that Participants provide measure calculations for all Medi-Cal Eligible beneficiaries in the county that meet measure criteria, not just members served by county BHPs. Counties should continue to submit Plan Data Feed files but additionally will need to provide Managed Care Plan ("MCP") claims data and Pharmacy claims for the full Medi-Cal population. Participant data will include Monthly Medi-Cal Eligibility Files ("MMEF"), County BHP 837 claims, MCP claims data, and pharmacy claims. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay.
- **Participants opting into the Enhanced Option,** will submit data to calculate quarterly measures. This starts with the data sources and date ranges detailed in Table 2. Additionally, Participant will continue to submit more recent data to support updated quarterly calculations. The submission schedule for quarterly data reports will be shared with each Participant after the Agreement is executed. These reports will reflect performance over each measure's full measurement period but will lag by approximately three months to allow time for claims processing. For example, a report generated on July 15, 2026, will include data through March 31, 2026. CalMHSA will provide a due date for counties to submit data for inclusion in each quarterly report. Data submitted after the deadline will be included in the next quarter's report. Reports are updated retrospectively and may adjust past results for up to one full measurement period as new data is received. This means performance figures for the same quarter may change slightly in future reports if additional data is submitted later.
- Agree to be bound by the terms of the NCQA End User License Agreement ("EULA") available at https://wpcdn.ncqa.org/www-prod/wp-content/uploads/End-User-License-Agreement-Measure-Cert.pdf. By signing this Agreement, Participant acknowledge that it has read, understood, and agrees to be bound by such EULA, including any updates thereto.
- Grant CalMHSA the right to use any data provided or generated in accordance with the terms of the applicable Business Associate Agreement.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 2 *			
	Data Description	**Data Source**	**File Example**
1	SUD Service Claims	837 claims files	DMH-##-837P-03302024-161.dat
2	MHP Service Claims		

3	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202412.CNTY##.zip (includes CDL.MC & CDL.PC files). Monthly PDF files from January 2024 through May 2026.
4	SUDS Plan Data Feed		
5	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT
6	MCP 837 Claims	Direct from Managed Care Plan(s)	837.dat files
7	Pharmacy Claims	To be determined.	To be determined.
	## is for the county id number		

*MY25 Data Time Period: Services & eligibility data from January 1, 2024 through December 31, 2025. Under this PA, counties may submit data outside of this date range, in order to prepare for MY26 calculations.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.

Participation Agreement
EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.

B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.

C. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.

D. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

A. Responsibilities of CalMHSA:

1. Provide the Program as described in the Agreement.
2. Act as the Fiscal and Administrative agent for the Program.
3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.

B. Responsibilities of Participant:

1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
5. Provide feedback on Program performance.

6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. Amendment. This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. Withdrawal, Cancellation, and Termination

A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA, to the attention of the Executive Director. Notice shall be deemed served on the date of mailing.

B. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.

C. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. Fiscal Provisions. Participant will pay a fixed fee for Services delivered in the total amount of $25,920.00. CalMHSA will invoice Participant directly for the Services. Fifty percent (50%) of the total fee shall be due and payable upon execution of this Agreement, which amount shall be non-refundable, and the remaining fifty percent (50%) shall be due and payable upon completion of the Services delivered. Payment for all invoices shall be made within thirty (30) days of receipt of the applicable CalMHSA invoice.

Deliverable Bundle	Cost	Select Bundle with X
MHP Simple Bundle	$17,280.00	
MHP Enhanced Bundle	$25,920.00	**X**
Total	**$25,920.00**	

VI. Indemnification.

A. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.

B. **No Responsibility for Mental Health Services**. CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health services.

VII. Notice

All notices under this Participation Agreement shall be provided by personal delivery, nationally recognized courier service or mailed by U.S. registered or certified mail, return receipt requested, postage prepaid; AND by email. All notices shall be provided to the respective party at the addresses and email addresses set forth below and shall be deemed received upon the relevant party's receipt.

Either party may change its designee for notice by giving notice of the same and their relevant address information.

If to CalMHSA:

Name: Brandon Connors

Position: Director of Contract Management & Legal Counsel

Address: 1610 Arden Way, Suite 175
Sacramento, CA 95815

Telephone: (888) 210-2515

Email: brandon.connors@calmhsa.org

CC Email to Name: Randall Keen, Manatt

Email: RKeen@manatt.com

If to Participant: [county to complete]

Name: _Natalie Shepard_____

Position: Mental Health Director

Address: _PO Box 400 Red Bluff, CA_96080_____ Telephone: __530-527-8491_____

Email: _Natalie.Shepard@tchsa.net_____

CC Email to Name: _Michelle Schmidt_____ Email: _Michelle.Schmidt@tchsa.net_____

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of Healthcare Effectiveness Data and information Set

APPROVED AS TO FORM:

Date: 12/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2175 **Agenda Date:** 12/30/2025 **Agenda #:** 11.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Director to sign the agreement with Record Xpress of California, LLC for the purpose of providing secure on-site document shredding services and shredded document storage and transfer to recycling facilities, at the rates listed in Exhibit “B” with maximum compensation not to exceed $15,000, effective 7/1/25 and shall terminate 6/30/28

Financial Impact:
This cost would be allocated to budget units 40121, 40131, 40251 and 40171. There is no impact to the General Fund.

Background Information:
This is a renewal with this vendor who has been providing services since 2020. This vendor provides shredding bins, on-site shredding services, and shredded document storage and transportation to recycling facilities.

If this agreement is not approved, the Department would have to look for a different shredding company that provides on-site shredding services, and restart contract negotiations.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND RECORD XPRESS OF CALIFORNIA, LLC

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Record Xpress of California, LLC, ("Contractor") for the purpose of providing on-site document shredding services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

A. Provide containers at County site(s) as requested by County.

B. Transfer confidential paper documents from Contractor's locked container(s) which are placed at County site(s).

C. At County's location, shred all rendered paper.

D. Transport only shredded County confidential paper documents.

E. At Contractor's location, securely store all shredded paper until shipped to a recycling facility.

F. Issue a Certificate of Destruction to County.

G. Schedule shredding dates at times mutually agreed upon by Contractor and County.

2. RESPONSIBILITIES OF THE COUNTY

County shall:

A. Compensate Contractor for said services pursuant to Section 3 and 4 of this Agreement.

B. Maintain Contractor's locked container(s) in a safe, secure environment.

C. Place confidential paper documents into container(s) as instructed.

D. Have separate biomedical waste containers placed at appropriate County site(s).

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 $15,000. 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, 2025, and 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.

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. LIABILITY LIMITATIONS

Subject to Section 10, Contractor shall not be liable for any loss or injury to the Records however caused, unless such loss or injury results from failure by Contractor to exercise such care with regard to the Records as a reasonably careful person would exercise under like circumstances, and Contractor is not liable for damages that could not have been avoided by the exercise of such care. Contractor is not responsible for the repair, replacement, or restoration of lost or damaged property, subject to the conditions and limitations imposed by this Agreement. Claims by the County for loss, damage or destruction must be presented in writing to Contractor within a reasonable time after County is notified by Contractor or otherwise received notice that loss, damage or destruction to part of or all of the Records has occurred.

In the event loss or injury is wholly due to negligence, gross negligence or willful misconduct by Contractor, Contractor's maximum liability for any and all claims arising with respect to Services provided under this Agreement shall be limited to the aggregate amounts paid by County with respect to the Services provided, as of the date of loss, and shall not exceed the Maximum Compensation payable under this Agreement. In no event shall Contractor be liable for any

consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory. This Section shall not, under any circumstance, apply to any breach of confidentiality by Contractor and Contractor understands it is liable for such breach pursuant to Section 10.

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:

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:	Attn: Regional General Manager Sacramento Valley Record Xpress of California, LLC 611 Country Drive Chico, CA 95928 With a copy to: Attn: General Counsel Record Xpress of California LLC 4 First Avenue, Peabody, MA 10960 E-mail: Contracts@accesscorp.com

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. 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 ensure 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 45 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 as quickly as possible after discovery, and in no event more than twenty-four (24) hours from such 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 direct 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. The following costs shall be considered direct and therefore payable/compensable: notification expenses, credit monitoring, forensic costs, governmental fines and penalties, costs of litigation imposed upon the County, and reasonable external attorneys' fees.

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, and at minimum five (5) days, 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.

1. 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, to PHI to County or, as directed by County, to respond to an Individual request, in accordance with 45 CFR 164.524. Under no circumstance will Contractor directly respond to an Individual request.

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.

29. 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

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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: 12-17-25

Jayme S. Bottke, Executive Director

RECORD XPRESS OF CALIFORNIA, LLC,

Date: 12/17/2025

Signed by:
Dawn Leonard
C0E274EBC175445...

Dawn Leonard, Vice President, Retention

112989
Vendor 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

ON-SITE DESTRUCTION SERVICES

RECORD XPRESS OF CALIFORNIA, LLC

Location:	1850 Walnut Street, Red Bluff, CA
	1860 Walnut Street, Red Bluff, CA
	818 Main Street, Red Bluff, CA
	1445 Vista Way, Red Bluff, CA
	550 Lay Ave, Red Bluff, CA
	Other Agency sites County deems necessary

Pricing:	$31.50 per pickup for 64-gallon bin
	$42.00 per pickup for 96-gallon bin
	$43.00 per pickup for Executive Console (32 gallon)
	$5 per box on records purge (16”x12.5”x10”)

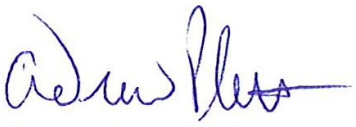
E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Record Xpress of California, LLC DBA Access Information Management

Contract Description: Agreement for the purposes of providing on-site document shredding services.

APPROVED AS TO FORM:

By:  Date: 12/1/2025

Andrew D. Plett
Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-2179 **Agenda Date:** 12/30/2025 **Agenda #:** 12.

HEALTH SERVICES AGENCY / CLINIC

Requested Action(s)
a) AGREEMENT - Approval and authorization for the Executive Director to sign the grant agreement with Partnership HealthPlan of California for participation in their Provider Recruitment Program (PRP), effective 7/1/25 and shall terminate on 6/30/26

Financial Impact:
This will be a receivable paid to Recruits who receive final approval from Partnership HealthPlan (PHP) and are employed by the Health Services Agency.

Background Information:
Partnership HealthPlan is a non-profit community-based health care organization that contracts with the State of California through Department of Healthcare Services (DHCS) to administer Medi-Cal benefits through local care providers, and to ensure Medi-Cal recipients have access to comprehensive quality care. PHP covers assigned enrollees in twenty-four counties, which includes many rural communities. Offering care to members in rural areas across a large geographical area creates challenges, and PHP is committed to providing its members with enough contracted providers to ensure quality care for each member. PHP created the PRP to offer grants to contracted providers for recruiting and hiring individual providers who agree to join PHP's network and treat members, as budget allows.

PROVIDER RECRUITMENT PROGRAM
GRANT AGREEMENT

This Provider Recruitment Program ("**PRP**") Grant Agreement ("**Agreement**") is effective as of July 1, 2025 ("**Effective Date**") by and between Partnership HealthPlan of California ("**Plan**"), a public entity contracted with the Department of Health Care Services ("**DHCS**"), and Tehama County Health Services Agency("**Grantee**"). Grantee and Plan may be referred to each individually as "**Party**" and collectively as "**Parties**" in this Agreement.

Recitals

Whereas, Plan is a non-profit, community-based health care organization that contracts with the State of California ("**State**") through DHCS to administer Medi-Cal benefits through local care providers to ensure Medi-Cal recipients have access to comprehensive quality care;

Whereas, Plan delivers care to assigned enrollees in twenty-four counties ("**Members**"), which includes many rural communities, and Plan is geographically the largest managed care health plan in the State;

Whereas, offering care to Members in rural areas across a large geographical area creates challenges, and Plan is committed to providing its Members with a sufficient number of contracted providers to ensure quality care for each Member;

Whereas, Plan created the PRP to offer grants ("**Grant(s)**") to contracted providers for recruiting and hiring individual providers who agree to join Plan's network and treat Members, as Plan budget allows ("**Recruits**"); and

Whereas, Plan and Grantee agreed to the following terms and conditions to govern any Grants awarded by Plan to Grantee.

Now, therefore, the Parties hereby agree as follows:

1. Grant Application Process.

a. Purpose of Grants and Eligibility. Plan intends the Grants to support the hiring of providers appropriately licensed under applicable laws as primary care provider (**"PCP"**), obstetrics/gynecology (**"OB/GYN"**), women's health and psychiatric providers – including physicians ("**MDs**" or "**DOs**"), nurse practitioners ("**NPs**"), and physician assistants ("**PAs**"), specializing in a family medicine, internal medicine, pediatrics, perinatal services (including labor and delivery) or obstetrics/gynecology – to meet and improve the access to care needs for Members. A capped number of Provider Recruitment Grants will be awarded as determined by Plan in its sole discretion. The licensed and certified providers named in this Section 1.a are each a "**Licensed Professional**" under this Agreement.

b. Application. Applications for Provider Recruitment Grants are subject to the availability of funds and will only be approved if the request aligns with the purpose to meet and improve the access to care needs for Members.

i. To be considered for a Grant, Grantee must complete the PRP application process and requirements as determined by Plan.

ii. Plan may reimburse the Grantee for actual site visit expenses incurred, up to a maximum of $1,000 per Recruit, for the purpose of conducting an in-person interview ("Site Visit Match"). To be eligible for reimbursement, Grantee must submit a Site Visit Match Incentive Request application as outlined in Section 1.b.i. Reimbursement is subject to organizational eligibility and program criteria. Plan may impose a cap on the number of Site Visit Match requests an organization may submit within a given grant year.

iii. If Plan, in its sole discretion, determines that Grantee has met the initial requirements set forth in this Section 1, Plan shall issue an initial approval of the Grant to Grantee ("**Initial Approval**"), detailing the Grant amount. Plan shall not rescind the Initial Approval for six (6) months; provided, however, Plan shall have no obligation to make a Grant payment to Grantee until Grantee additionally completes the requirements in Section 1.d.

c. Qualifications. A Recruit must (i) be a new addition to the Plan's provider network in Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Marin, Mendocino, Modoc, Napa, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and/or Yuba counties ("**Counties**"), and unless otherwise approved by Plan, should not be a transfer within Plan's network in any of the Counties, and (ii) additionally meet all the following qualifications for Grantee to receive Grant funds under this Agreement:

i. *PCP, OB/GYN, Women's Health, and Psychiatric Recruits*.

- The Recruit must provide professional services as a physician, nurse practitioner, or physician assistant at a professional office or clinic location maintained by Grantee in one (1) or more Counties.

- The Recruit must be a Licensed Professional and credentialed within six (6) months of candidate's start date in accordance with this Agreement and applicable laws to provide services to Medi-Cal beneficiaries.

- Psychiatric provider Recruits must provide both in-person and tele-health care services to Members.

d. Grant Terms. Following Initial Approval and other application requirements satisfied as determined by Plan, Grantee shall submit a duly signed offer letter of acceptance from Recruit, which must cite Plan as funder of the PRP incentives applicable to the Recruit, as set forth in this Agreement, and, upon request, proof of Recruit's submission to Plan's credentialing process, and a duly signed and dated employment contract, which

must include the PRP incentives applicable to the Recruit as set forth in this Agreement, and as otherwise described in the Grant application requirements. All PRP incentives should be approved by Plan prior to formal offers being made to a Recruit. If Plan determines that Grantee and Recruit have provided the required information under this section, Plan will provide notice to Grantee of final approval of the Grant ("**Final Approval**"). The Grant term for that Recruit is effective as of the Final Approval date consistent with the terms outlined in this Agreement ("**Grant Effective Date**") and continues in effect for up to five (5) years, expiring on the fifth anniversary of the Grant Effective Date, unless the Grant is terminated earlier as provided herein ("**Grant Term**"). No Grant shall take effect if Grantee has not obtained Final Approval.

2. **Use of Funds**. Grantee will pay Recruits who receive Final Approval from the Plan and then are employed by Grantee the PRP payments designated by Plan for that Recruit, minus any applicable taxes, as set forth in this Section 2. Grantee may not subtract PRP from the compensation package that the Recruit receives from Grantee. Grant payments will be disbursed as outlined in Section 3.

a. PCP, OB/GYN, Women's Health, and Psychiatric Recruits.

- Plan shall provide PRP Grants to Grantee for Recruits who receive Final Approvals as follows:
- MD/DOs may receive up to $100,000 sign-on bonus
- NPs and PAs may receive up to $50,000 sign-on bonus.
- Sign-on bonuses are prorated based on a Recruit's full-time equivalent ("**FTE**") percentage for providing direct patient care for PCP and/or women's health/perinatal services. For example, a physician Recruit that will provide direct patient care for PCP and/or women's health/perinatal services at .80 FTE may be eligible for an $80,000 sign-on bonus (.80 x $100,000 = $80,000). Plan may require backup documentation from Grantee regarding Recruits' FTE percentage for PCP and/or women's health/perinatal services.
- Upon Grantee's request at the time of application, or at Plan's discretion, the Plan may adjust the total sign-on bonus to a prorated amount. This adjustment shall also be based on the Recruit's Full-Time Equivalent (FTE) percentage dedicated to direct patient care and/or women's health and perinatal services, relative to the standard bonus amount otherwise applicable.
- Plan will match actual moving expenses for a Recruit who has received Final Approval up to $5,000 ("**Moving Allowance"**). Recruits must provide Plan with receipts that are directly attributable to Recruit moving from a residence outside of Counties.

- Plan will match actual site visit expenses for Recruit up to a $1,000 Plan commitment. Restrictions on site visit match requests will apply based on organizational eligibility and program criteria. Additional guidance will be provided as part of the program requirements.

- Plan will pay to move the extended family (limited to one (1) parental/or parental in-law residence) of an existing provider to the community (**"Extended Family Moving Allowance"**). Plan will reimburse the Grantee actual moving expenses up to a $5,000 Plan commitment. The goal of this incentive is to help a Recruit put down deeper roots in a community. The Recruit must have been with the Grantee for at least one (1) year.

- If Recruit is an MD or DO in a family medicine, internal medicine, or psychiatry residency training program within one (1) of the twenty-four (24) counties in which Plan operates, or has completed relevant clinical training, as determined by Plan, within one (1) of the twenty-four (24) counties in which Plan operates, Recruit may be eligible for an additional Grant payment during their third-year of residency. Grantee shall submit all the applicable application materials required in Section 1, and if Recruit contracts to work for Grantee following Recruit's residency, Plan will make an additional Grant payment of $20,000 within thirty (30) days of approving the application ("**Residency Grant Payment**"). If Grantee does not ultimately employ Recruit or Recruit's employment with Grantee does not last twelve (12) months, or Recruit is not able to complete credentialing with Partnership, Grantee shall promptly notify Plan and return the Residency Grant Payment to Plan within thirty (30) days of learning that Recruit did not meet the requirements under this section.

- Residency Grant Payments are prorated based on a Recruit's expected full-time equivalent ("**FTE**") percentage for providing direct patient care for PCP and/or women's health/perinatal services.

3. **Payment Schedule**. Subject to the terms of this Agreement, Plan shall make Grant payments according to the following schedule and documentation requirements. Plan shall make reasonable efforts to submit the payments to Grantee under this section within thirty (30) days of Recruit meeting the applicable milestone, and Grantee meeting applicable documentation requirements, though payment may be delayed for reasons such as a Recruit not completing the Plan's credentialing process. Plan shall have no obligation to make any Grant payments to Grantee if Grantee does not comply with all terms of this Agreement.

- PCP, OB/GYN, Women's Health, and Psychiatric Recruits.

  i. Payout for a full-time MD/DO Recruit's sign-on bonus of $100,000 and an NP or PA, Recruit's bonus of $50,000 are as follows:

- $20,000 for the MD/DO and $10,000 for the NP/PA in the first year of the Grant Term (50% within thirty (30) days of the Grant Effective Date, or, if Recruit has not completed Plan's credentialing process within thirty (30) days after the Grant Effective Date, within thirty (30) days of Recruit completing Plan's credentialing process), and 50% twelve (12) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement).

- $20,000 for the MD/DO and $10,000 for the NP/PA twenty-four (24) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement.

- $20,000 for the MD/DO and $10,000 for the NP/PA thirty-six (36) months after completing Plan's re-credentialing process if the Recruit is still practicing with Grantee as required under this Agreement.

- $20,000 for the MD/DO and $10,000 for the NP/PA forty-eight (48) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement.

- $20,000 for the MD/DO and $10,000 for the NP/PA sixty (60) months after the Grant Effective Date if the Recruit is still practicing with Grantee as required under this Agreement.

- Residency Grant Payment. In addition to the above $100,000 payment cycle, if a Recruit is an MD or DO in a residency training program within one (1) of Partnership's twenty-four (24) counties, Recruit is eligible for an additional Grant payment during their third year of residency of up to $20,000.

ii. Grantee shall provide Plan with receipts or proof of reimbursement to Recruit within sixty (60) days of the Recruit's relocation date to receive payment for the moving allowance.

iii. Grantee shall provide Plan with receipts or proof of reimbursement to Recruit within sixty (60) days of site visit date to receive payment for the site visit allowance.

iv. Grantee will need to furnish Plan with receipts of proof of reimbursement to Recruit or receipts for moving expenses to move the extended family (parentals/parental in-laws) of a Recruit to the community for Grantee to receive up to $5,000 from the Plan. Grantee must provide proof of twelve (12) months' employment for Recruit to receive the incentive. The Recruit must have been previously supported by PRP in order to qualify for extended family moving allowance support.

v. If a change in the percentage of direct patient care takes place for a previously approved Recruit with approved Grant payments remaining, Grantees must complete the below steps:

- Grantee will provide a direct patient care incentive adjustment request to Plan to increase or decrease the sign-on bonus amount for the remaining payments due to the Grantee ongoing (*i.e*. 12, 24, 36, 48, or 60-month payments) in support of the Recruit.

- The adjustment request must include the estimated number of Members affected by the change (*i.e*. estimated number of Members provided services based on the change).

- It is the responsibility of the Grantee to submit requests to make a change to the Plan within thirty (30) days of the initial hire date or anniversary date. For example, if Recruit's FTE percentage for PCP and/or women's health/perinatal services changes in their second year of practice, a site may submit a change request to adjust the remaining bonus payment(s) at 24, 36, 48, and 60 months accordingly. Once Plan approves the change request, in order to complete payment(s) at the adjusted amount, Grantee must provide documentation (*i.e*. personnel form citing the updated practice percentage) to Plan along with the request change in order for Plan to review and approve the request. Change requests to increase incentive will be considered based upon the availability of grant funds and is subject to Plan's approval process.

- Attestation Prior to Ongoing Payment. At each of the twelve (12), twenty-four (24), thirty-six (36), forty-eight (48), and sixty (60)-month practice milestones, Grantee must submit an attestation to Plan specifically confirming that the Recruit continues to meet the licensure/certification, FTE, direct patient care, and Member Access (as defined below in Section 4. c Member Access) requirements of this Agreement upon reaching the applicable milestone before Grantee will be eligible for each respective milestone payment under this Section 3.

4. Grant Conditions.

a. Credentialing. Plan or its delegate must credential all Recruits in accordance with Plan's credentialing policies and procedures and applicable laws prior to Recruit's participation in Plan's network of providers. If Recruit is not credentialed within six (6) months of the candidate's start date, Plan shall have no obligation to pay additional Grant amounts to Grantee for the Recruit, Recruit must also successfully complete any Plan-required re-credentialing to remain eligible for upcoming Grant payment milestones under Section 3. If any Recruit fails to meet Plan's re-credentialing requirement, Plan will not make any additional Grant payments until the Recruit has successfully completed re-credentialing. Recruit will be eligible to receive past, missed Grant payments after being re-credentialed.

b. Good Standing. Grantee must maintain a contract in Good Standing with Plan for participation in Plan's provider network at all times during the term of this Agreement, and/or, in those circumstances where the provision of services to Members is arranged through an external entity, maintain a contract in Good Standing with an external entity for the provision of services to Members.

Definition of Good Standing: Partnership has the sole authority to determine if a provider is in Good Standing based on the criteria set forth below:

i. Is contracted with Plan, or another external entity, for the provision of services to Members.
ii. Has not issued or threatened to issue a termination of that contract.
iii. Is not pursuing any litigation or arbitration against Plan during the term of the Agreement.
iv. Has demonstrated the intent, in Plan's sole determination, to continue to work with Plan to address community and Member issues. Plan may determine that a Grantee is not in Good Standing based on relevant quality, payment, or other business concerns, including Member Access requirements.
v. Is financially solvent (*i.e.*, not in bankruptcy proceedings).
vi. Is not under financial or administrative sanctions, exclusion or disbarment by any State or federal agency, including DHCS and the Centers for Medicare & Medicaid Services.
vii. Is adhering to the terms of its contract with Plan, including following Plan policies, quality, encounter data completeness, and billing timeliness requirements.
viii. Is not under investigation for fraud, embezzlement, or overbilling.
ix. Is not conducting other activities adverse to the business interests of Plan.

If Grantee is no longer in Good Standing with Plan, it is not eligible for any Grant payments under this Agreement and shall return within thirty (30) days of receiving notice from Plan any Grant funds paid to Grantee while Grantee was not in Good Standing. If Grantee re-establishes itself in Good Standing during any Grant Term, Grantee would be eligible for upcoming Grant payments under Section 3, and any past Grant payments that were held by Plan for not remaining in Good Standing.

c. Medi-Cal Contract Termination. If Grantee or Recruit terminates its Medi-Cal contract with DHCS, Grantee must notify Plan in writing within thirty (30) days of such occurrence. Grantee shall not be eligible for any additional Grant payments under this Agreement following the termination of its Medi-Cal Contract. In addition, Grantee shall not be eligible for any Grant payments for a Recruit who terminates their Medi-Cal Contract, and if the Recruit terminates their Medi-Cal Contract within twelve (12) months of the Grant Effective Date, Grantee must return to Plan within thirty (30) days of receiving notice from Plan the initial sign-on bonus received for the Recruit upon the Grant Effective Date.

d. Member Access. Recruit may only close their panel to Members and stop accepting Members as new patients if Recruit has first closed its panel and stopped accepting

patients from every other health plan with which Grantee and/or Recruit are contracted. If Recruit fails to meet the access standards under this section at any time during the Grant Term, Grantee shall no longer be eligible for Grant payments and are no longer eligible to apply for additional bonus incentives while not in good standing. If Grantee re-establishes Member access under this section during any Grant Term, Grantee would be eligible for past Grant payments that were held by Plan for the Recruit failing to meet the access standards, and for upcoming Grant payments under Section 3.

e. End of Recruit Employment. If a Recruit is no longer employed by Grantee, Grantee must notify Plan in writing within thirty (30) days of such occurrence. If a Recruit leaves the Grantee's employment, Grantee shall not be eligible for any additional Grant payments for that Recruit. If the Recruit does not complete twelve (12) months of employment with Grantee, Grantee must return to Plan within thirty (30) days of receiving notice from Plan the initial sign-on bonus received for the Recruit upon the Grant Effective Date, and/or any Moving Allowance or Extended Moving Allowance funds received for Recruit. If a Recruit dies within twelve (12) months of the Grant Effective Date, Grantee shall not owe a repayment obligation under this section, but Grantee shall not be eligible for any additional Grant payments for that Recruit.

f. Repayment Interest. If Grantee does not return payments to Plan within the time frames specified in this Agreement, Grantee shall owe Plan interest, in addition to the repayment amount, at fifteen percent (15%) per annum on the repayment sum.

5. Reporting. Grantee will submit a final report, as requested by Plan, describing the outcome of the Grant within thirty (30) days of Plan's last Grant payment under this Agreement. Grantee is not eligible for additional Grant payments under this Agreement until it has submitted any overdue reports under this section.

In addition to the required final report, Plan may contact Grantee during the Grant Term to inquire about:

a. The status of the Grant(s).
b. To require completion of Plan's provider vacancy rate surveys.
c. To verify Member Access requirement is being met.

As needed, Plan may request from Grantee any additional information related to the grant that is not expressly outlined in this Agreement.

Grantee's failure to respond to these Plan inquiries within thirty (30) days of Plan's last Grant payment may disqualify Grantee from receiving future Grants from Plan, including Grant payments under this Agreement.

6. Evaluation and Monitoring. Plan is entitled to monitor Grantee and Recruit and evaluate Grantee and/or Recruit's operations under this Grant. Monitoring may include unannounced visits from Plan staff to observe Grantee's operations related to Grant, discussions with Grantee's personnel regarding services related to the Grant, or Plan's review of Grantee's and/or Recruit's financial or other records and materials connected with the activities

financed by this Grant. As part of the evaluation of the Grant, Plan may meet with Recruits at the time of hire as a welcome to the Plan's service area. In addition, if a Recruit gives notice and intends to leave practice/Plan service area, Plan may conduct an exit interview with the Recruit.

Plan may also conduct a check-in on at least an annual basis with Recruits to ensure that Recruits feel connected and supported in the community. The data collected helps better define what Recruits need. Additionally, Plan may use responses to its discussions with Recruits in promotional materials for Plan, as agreed to by Recruit.

7. Term and Termination. This Agreement is effective as of the Effective Date and shall continue in effect until June 30, 2026. Plan may terminate this Agreement by providing Grantee ten (10) days' prior written notice if (i) Grantee breaches the Agreement, or (ii) if Plan no longer has sufficient funding for Grants under the Agreement. In addition, either Party may terminate this Agreement without cause by providing the other Party with thirty (30) days' prior written notice. The Plan shall owe no further Grant payments to Grantee following termination of this Agreement.

8. Miscellaneous Provisions.

a. Notice. Any notice required to be given pursuant to this Agreement shall be in writing and delivered to the other Party by certified or registered mail, return receipt requested or by a recognized national overnight courier service, except e-mail may be used for day-to-day operations and contacts but not for notice or other communications required under this Agreement or by law.

b. Waiver. No waiver by any Party of any of the provision in this Agreement shall be effective unless explicitly set forth in writing and signed by the Party waiving compliance with the provision. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

c. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and such invalid provision shall be deemed to be severed from this Agreement so long as a court of competent jurisdiction can sever the offending provision and still preserve the purpose of this Agreement and the intent of the Parties.

d. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall create or shall be deemed to create any joint venture, agency, or partnership between the Parties.

e. Compliance. Both Parties shall at all times during the term of this Agreement comply with all laws applicable to the Parties' rights and obligations under this Agreement.

f. Change in Law. If any change to an applicable law has a materially adverse effect on the ability of either Party to carry out its obligations under this Agreement, Plan shall, upon written notice to Grantee, amend this Agreement to comply with the change in law in a manner that accomplishes the intents and objectives of the Parties, as evidenced by the terms of the Agreement.

g. Amendments. With the exception of revisions under Section 8(f), any amendment to the Agreement must be in writing and signed by an authorized person of each Party.

h. Assignment. This Agreement shall not be assigned or otherwise transferred, in whole or in part, by Grantee without the prior written consent of Plan. Plan may assign this Agreement in its sole discretion.

i. Indemnification. Grantee shall defend, indemnify, and hold harmless Plan and its respective officers, directors, agents, volunteers, consultants and employees against any and all third-party claims, losses, demands, damages, costs, expenses, or liability arising out Grantee's, or its officers, employees, subcontractors, agents, or representatives', breach of this Agreement, negligence, recklessness, or intentional misconduct, except to the extent any such loss was caused by the gross negligence, recklessness, or intentional misconduct of Plan.

j. No Third-Party Beneficiaries. The Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

k. Jurisdiction and Disputes. The Agreement shall be governed and construed in accordance with the laws of the State without giving effect to any choice or conflict of law provision or rule (whether of the State or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State. Each Party irrevocably consents to personal jurisdiction and venue in the State and federal courts located in the County of Solano, California with respect to any claim arising out of or in connection with this Agreement.

l. Arbitration. If any dispute between the Parties arises out of or relates to this Agreement, or the interpretation, validity or enforceability hereof ("**Dispute**"), the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to the Parties. If the Dispute cannot be settled through negotiation within a period of thirty (30) days, then, upon notice by either Party to the other Party, either Party may submit the Dispute to binding arbitration before JAMS. The arbitration shall be held in accordance with the JAMS then-current Streamlined Arbitration Rules & Procedures, which currently are available at: https://www.jamsadr.com/rules-streamlined-arbitration. The arbitrator shall be either a retired judge, or an attorney who is experienced in commercial contracts and licensed to practice law in California, selected

pursuant to the JAMS rules. The Parties expressly agree that any arbitration shall be conducted in Fairfield, California. Each Party understands and agrees that by signing the Agreement, each Party is waiving the right to a jury. The arbitrator shall apply California substantive law in the adjudication of all Disputes. The Parties shall each bear the arbitration costs equally, and each Party shall be responsible for its own attorneys' fees. The arbitrator's decision shall be final and binding upon the Parties. The arbitrator's decision shall include the arbitrator's findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the commencement of the arbitration proceedings; provided, however, that the arbitrator shall have no jurisdiction to make errors of law or legal reasoning.

m. Interpretation. Each Party has had the opportunity to have counsel of its choice examine the provisions of this Agreement, and no implication shall be drawn against any Party by virtue of the drafting of this Agreement.

n. Without Limitation. Any reference in the Agreement to "include(s)" or "including" means inclusion without limitation, unless otherwise distinguished within the text.

o. Recitals. The recitals set forth in this Agreement are made a part of the Agreement by this reference.

p. Entire Agreement. This Agreement and any documents expressly incorporated herein by reference comprise the entire agreement between the Parties in relation to the matters referred to herein and supersede any previous agreement, arrangement, communication, and/or negotiation (whether written or oral) between the Parties relating thereto.

q. Counterparts. This Agreement may be executed by exchange of faxed or electronically transmitted (.pdf) executed signature pages, and any signature transmitted by facsimile or pdf for purpose of executing this Agreement shall be deemed an original signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

AS WITNESS this Agreement has been signed on behalf of each Party by its duly authorized representative:

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

By: _____

Name: _____

Title: _____

Date: _____

TEHAMA COUNTY HEALTH SERVICES AGENCY

By: Jayme S Bottke

Name: Jayme S. Bottke

Title: Executive Director

Date: 12-17-25

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Partnership HealthPlan of CA

Contract Description: For the purpose of Provider Recruitment Program (PRP) Grant

APPROVED AS TO FORM:

Date: 12/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2180 **Agenda Date:** 12/30/2025 **Agenda #:** 13.

HEALTH SERVICES AGENCY / CLINIC

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 2 to Misc. Agreement 2023-355 with Partnership HealthPlan of California (PHP) for the Professional Services Agreement, thereby allowing Tehama County to participate in the Primary Care Provider (PCP) Quality Incentive Program (QIP), effective 1/1/26 through 12/31/26

Financial Impact:
There is no impact to the General Fund. This would be a receivable to the Department.

Background Information:
Partnership HealthPlan of California (PHP) is a non-profit community-based health care organization that contracts with the State of California through Department of Healthcare Services (DHCS) to administer Medi-Cal benefits through local care providers, and to ensure Medi-Cal recipients have access to comprehensive, quality care. PHP covers assigned enrollees in twenty-four counties, which includes many rural communities. PHP created the PCP QIP to encourage and improve the quality of care provided to its members by local care providers.

If Tehama County Health Services Agency (TCHSA) is in good standing at the end of the performance period of 1/1/26 - 12/31/26, the department will be eligible to receive a quality incentive payment from PHP.

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AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

and

Tehama County Health Services Agency

This Amendment to the Professional Services Agreement ("**Amendment**") entered into between Partnership HealthPlan of California, a public entity ("**PARTNERSHIP**"), and Tehama County Health Services Agency (collectively referred to as "**Physician**" or "**Physician Group**"), shall be effective January 1, 2026. In the event of a conflict between this Amendment and any other provision of the Agreement, this Amendment will control. Any capitalized term utilized in this Amendment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Amendment. If a capitalized term used in this Amendment is not defined in the Agreement or this Amendment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

WHEREAS, PARTNERSHIP and Physician or Physician Group entered into a Primary Care Professional Services Agreement ("**Agreement**") effective January 01, 2024;

WHEREAS, the parties desire to amend the Agreement regarding PARTNERSHIP's quality incentive program in compliance with the CMS Final Rule (CMS-2439-F); and

WHEREAS, the parties agree to the terms set forth herein relating to the quality incentive program and execute this Amendment prior to the applicable Performance Period as defined below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to be legally bound as follows:

1. PARTNERSHIP's Primary Care Provider Quality Incentive Program (QIP) provisions relating to provider incentives are hereby deleted in their entirety and replaced with the following:

    a. Primary Care Provider Quality Incentive Program ("**PCP QIP**"):

        i. **Eligibility**: At PARTNERSHIP's discretion, Physician's or Physician Group's Primary Care Sites will be eligible to participate in the PCP QIP, which is designed to encourage and improve quality care. New sites joining PARTNERSHIP as part of the Physician Group Parent Organization credentialed by October 1st of the Performance Period will be eligible for participation in the PCP QIP.

        ii. **Good Standing**: In order for Physician or Physician Group to be eligible, Physician or Physician Group must be in good standing continuously from

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the beginning of the Performance Period to the Payment Date. PARTNERSHIP has the sole authority to determine if a provider is in good standing based on the criteria set forth below:

1. Physician or Physician Group is open for services for PARTNERSHIP members.
2. Physician or Physician Group is financially solvent (not in bankruptcy proceedings).
3. Physician or Physician Group is not under financial or administrative sanctions, exclusion or disbarment from the State of California, including the Department of Health Care Services (DHCS) or the federal government including the Centers for Medicare & Medicaid Services (CMS). If a provider appeals a sanction and prevails, PARTNERSHIP will consider a request to change the provider status to good standing.
4. Physician or Physician Group is not pursuing any litigation or arbitration against PARTNERSHIP.
5. Physician or Physician Group has not issued or threatened to issue a contract termination notice, and any contract renewal negotiations are not prolonged.
6. Physician or Physician Group has demonstrated the intent to work with PARTNERSHIP on addressing community and member issues.
7. Physician or Physician Group is adhering to the terms of their contract (including following PARTNERSHIP policies, quality, encounter data completeness, and billing timeliness requirements).
8. Physician or Physician Group is not under investigation for fraud, embezzlement, or overbilling.
9. Physician or Physician Group is not conducting other activities adverse to the business interests of PARTNERSHIP.

iii. **Performance Period**: The Performance Period is defined as the period of time in which Physician's or Physician Group's performance under the Agreement will be measured by PARTNERSHIP to determine if Physician or Physician Group is eligible for an incentive payment. Provider's Performance Period is January 1, 2026 through December 31, 2026, which is tied to PARTNERSHIP's Medical Loss Ratio Reporting Period of calendar year 2026.

iv. **Quality Incentive Standards**: In order for Physician or Physician Group to qualify for an Incentive Payment, Physician or Physician Group must meet specific measures as set forth in PCP QIP Exhibit A attached herein and incorporated by reference as well as PARTNERSHIP's PCP QIP Specifications referenced below. Physician or Physician Group understands and agrees that PARTNERSHIP, in its sole discretion, may need to remove a measure from the PCP QIP during the Performance

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Period. For example, PARTNERSHIP may not be able to generate data to calculate a valid rate. In the event that a specific unit of service measure needs to be removed after execution of this Amendment, the measure will be removed from the unit of service measure set. Physician or Physician Group will receive notice of such changes within 30 days of PARTNERSHIP's decision to remove the measure, and no later than 30 days before the end of the calendar year. Physician Group Parent Organizations with over 500 assigned members as of December 1st of the year prior earning the fewest QIP points will be required to participate in additional performance improvement activities as determined in collaboration with a Performance Improvement Advisor on an individualized improvement plan.

v. **PCP QIP Overview and Specifications:** Detailed terms and specifications are set forth in the PARTNERSHIP's PCP QIP Specifications which is available on PARTNERSHIP's website https://partnershiphp.org/Providers/Quality/Pages/default.aspx and is incorporated herein by reference.

vi. **Incentive Payment**: In the event Physician or Physician Group successfully meets the Quality Incentive Standards set forth above, PARTNERSHIP shall pay Physician or Physician Group for the Core Measurement Set and the Units of Service Measures up to the maximum amounts as outlined in PCP QIP Exhibit A and PARTNERSHIP's PCP QIP Specifications and as set forth in this subsection vi.:

2026 PCP QIP Maximum Payments		
PCP QIP Measurement	**Maximum Payment**	**Pay To**
Core Measurements Set	$23.25 PMPM	Site Level
Unit of Service Measures		
Advance Care Planning	$10,000	Site Level
PCMH Accreditation	$1,000	Site Level
Peer-led & Pediatric Group Visits	$15,000	Parent Level
Health Information Exchange	$3,000	Parent Level
Health Equity	$2,000	Parent Level
Tobacco Screening	$5.00 per eligible member screening	Site Level
Electronic Clinical Data System	$5,000	Parent Level
Clinician Education on Improving Medication Management	$2,500	Parent Level

Core Measurements Set's Equity Adjusted Payment Methodology is detailed as follows:

1. A base rate of $4 PMPM minimum

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2. For PCPs with at least 100 assigned members, a site-adjusted supplemental rate based on the following six (6) factors (adjustments may range between a minimum and maximum dollar range):

- **Factors 1a & 1b** (20% each)
  An adjustment for the severity of the patient mix of the site, based on an estimate of the additional workload of caring for that patient population.
- **Factor 2** (20%)
  An adjustment for the unfavorable socio-demographic mix of patient population.
- **Factors 3a & 3b** (10% each)
  An adjustment for the difficulty in hiring primary care clinicians at the site.
- **Factor 4** (20%)
  An adjustment for low practice resources.

Supplementary adjustments (not available to all PCPs)

- **Factor 5**
  An adjustment for major disruptions in service related to natural disasters.
- **Factor 6**
  An adjustment to support pediatric access for sites meeting certain criteria.

Applicable QIP payment will be issued to Physician or Physician Group Parent and/or Site Levels no earlier than April 1, 2027 and no later than May 31, 2027.

vii. **Termination**: In the event Physician or Physician Group terminates the Agreement at any point during the Performance Period, Physician's or Physician Group's participation in the PCP Quality Incentive Program is forfeited.

2. Attachment X, Network Provider Medi-Cal Requirements, is deleted in its entirety and replaced with the new Attachment X, Network Provider Medi-Cal Requirements, as set forth in this Amendment.

[SIGNATURE ON NEXT PAGE]

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IN WITNESS WHEREOF, the Amendment between PARTNERSHIP and Physician or Physician Group is entered into by and between the undersigned parties.

PHYSICIAN OR PHYSICIAN GROUP
Tehama County Health Services Agency

Signature: Jayme S Bottke

Printed Name: JAYME S. BOTTKE

Title: EXECUTIVE DIRECTOR

Date: 12-11-25

PLAN
Partnership HealthPlan of California

Signed by:
Signature: Sonja Bjork
10AB1AB5333C440...

Printed Name: Sonja Bjork

Title: Chief Executive Officer

Date: 11/21/2025

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PCP QIP Exhibit A

Summary of Measures

The PCP QIP is a Calendar Year program: January 1 – December 31

Core Measurement Set – Family Medicine

Measure Name	Full Point Target 90th Percentile (unless otherwise indicated)	Partial Point Target 75th Percentile (unless otherwise indicated)	Full Points	Partial Points
CLINICAL DOMAIN: CLINICAL MEASURES				
Breast Cancer Screening (40-74yo)	**50th Percentile (55.87%)**	**New measure. Does not qualify for partial points during the first active measurement year**	5	N/A
Cervical Cancer Screening	(68.16%)	(64.06%)	5	3
Child and Adolescent Well Care Visits	(67.63%)	(64.47%)	9	6
Childhood Immunization Status: Combo 10	(39.89%)	(33.41%)	5	3
Chlamydia Screening in Women (16-24yo)	**50th Percentile (56.30%)**	**New measure. Does not qualify for partial points during the first active measurement year**	3	N/A
Colorectal Cancer Screening	(53.31%)	(48.22%)	5	3
Comprehensive Diabetes Care: HbA1c Control	(76.40%)	(73.48%)	5	3
Comprehensive Diabetes Care - Retinal Eye Exams	(68.61%)	(62.53%)	5	3
Controlling High Blood Pressure	(75.43%)	(71.34%)	5	3
Kidney Health Evaluation for Patients With Diabetes (KED)	**50th Percentile (41.74%)**	**New measure. Does not qualify for partial points during the first active measurement year**	3	N/A
Lead Screening in Children	(82.86%)	(76.34%)	5	3
Immunizations for Adolescents – Combo 2	(52.31%)	(43.55%)	5	3
Reducing Healthcare Disparity *Optional Measure*	(7% of QIP Baseline)	(3% of QIP Baseline)	N/A	N/A
Well-Child Visits in the First 15 Months of Life	(71.71%)	(67.49%)	11	8

NON-CLINICAL DOMAIN: HOSPITAL UTILIZATION				
Ambulatory Care Sensitive Admissions	9.17 (60th Percentile)	11.91 (70th Percentile)	5	3
Follow-Up within 7 Days after Hospital Discharge	Score >=33%	Score 28-32%	5	3
NON-CLINICAL DOMAIN: PRIMARY CARE UTILIZATION				
Avoidable ED Visits	13.14 (60th Percentile)	16.28 (70th Percentile)	5	3
PCP Office Visits	>2.1 visits per member per year on average	Between 1.8-2.1 visits per member per year on average	5	3
NON-CLINICAL DOMAIN: PATIENT EXPERIENCE				
Patient Experience (CG-CAHPS)	50th Percentile (Access 49.14%) 50th Percentile (Communication 75.83%)	25th Percentile (Access 40%) 25th Percentile (Communication 65.84%)	9	6
Patient Experience (Survey)	Submits Parts 1 and 2	Submits Part 1 or 2		
MONITORING MEASURES				
Topical Fluoride in Children ***Monitoring Measure***	**Monitoring at the 50th Percentile (21.60%)**	**N/A- Monitoring measure. Does not qualify for partial points during first measurement year of implementation**	0	0
Well-Child Visits in the First 15-30 Months of Life ***Monitoring Measure***	**Monitoring at the 50th Percentile (72.32%)**	**N/A- Monitoring measure. Does not qualify for partial points during first measurement year of implementation**	0	0
		TOTAL FULL POINTS	**100**	

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2026 Core Measurement Set – Internal Medicine

Measure Name	Full Point Target 90th Percentile (unless otherwise indicated)	Partial Point Target 75th Percentile (unless otherwise indicated)	Full Points	Partial Points
CLINICAL DOMAIN: CLINICAL MEASURES				
Breast Cancer Screening (40-74yo)	**50th Percentile (55.87%)**	**New measure. Does not qualify for partial points during the first active measurement year**	7	N/A
Cervical Cancer Screening	(68.16%)	(64.06%)	10	7
Colorectal Cancer Screening	(53.31%)	(48.22%)	12	8
Chlamydia Screening in Women (21-24yo)	**50th Percentile (56.30%)**	**New measure. Does not qualify for partial points during the first active measurement year**	6	N/A
Comprehensive Diabetes Care: HbA1c Control	(76.40%)	(73.48)	10	7
Comprehensive Diabetes Care - Retinal Eye Exams	(68.61%)	(62.53%)	10	7
Controlling High Blood Pressure	(75.43%)	(71.34%)	10	7
Kidney Health Evaluation for Patients With Diabetes (KED)	**50th Percentile (41.74%)**	**New measure. Does not qualify for partial points during the first active measurement year**	6	N/A
Reducing Healthcare Disparity *Optional Measure*	(7% of QIP Baseline)	(3% of QIP Baseline)	N/A	N/A
NON-CLINICAL DOMAIN: HOSPITAL UTILIZATION				
Ambulatory Care Sensitive Admissions	9.17 (60th Percentile)	11.91 (70th Percentile)	5	3
Follow-Up within 7 Days after Hospital Discharge	Score >=33%	Score 28-32%	5	3
NON-CLINICAL DOMAIN: PRIMARY CARE UTILIZATION				
Avoidable ED Visits	13.14 (60th Percentile)	16.28 (70th Percentile)	5	3
PCP Office Visits	>2.1 visits per member per year on average	Between 1.8-2.1 visits per member per year on average	5	3
NON-CLINICAL DOMAIN: PATIENT EXPERIENCE				
Patient Experience (CG-CAHPS)	50th Percentile (Access 49.14%) 50th Percentile (Communication 75.83%)	25th Percentile (Access 40.00%) 25th Percentile (Communication 65.84%)	9	6
Patient Experience (Survey)	Submits Parts 1 and 2	Submits Part 1 or 2		
MONITORING MEASURES				
N/A	**N/A**	**N/A**	0	0
		TOTAL FULL POINTS	**100**	

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2026 Core Measurement Set – Pediatrics

Measure Name	Full Point Target 90th Percentile (unless otherwise indicated)	Partial Point Target 75th Percentile (unless otherwise indicated)	Full Points	Partial Points
CLINICAL DOMAIN: CLINICAL MEASURES				
Child and Adolescent Well Care Visits	(67.63%)	(64.47%)	11	8
Childhood Immunization Status: Combo 10	(39.89%)	(33.41%)	11	8
Chlamydia Screening (16-20yo)	(70.67%)	(65.47%)	9	6
Lead Screening in Children	(82.86%)	(76.34%)	9	6
Immunizations for Adolescents – Combo 2	(52.31%)	(43.55%)	11	8
Reducing Healthcare Disparity *Optional Measure*	(7% of QIP Baseline)	(3% of QIP Baseline)	N/A	N/A
Well-Child Visits in the First 15 Months of Life	(71.71%)	(67.49%)	11	8
Well-Child Visits in the First 15-30 Months of Life	(82.12%)	(77.50%)	9	6
NON-CLINICAL DOMAIN: PRIMARY CARE UTILIZATION				
Avoidable ED Visits	13.14 (60th Percentile)	16.28 (70th Percentile)	10	7
PCP Office Visits	<2.1 visits per member per year on average	Between 1.8-2.1 visits per member per year average	10	7
NON-CLINICAL DOMAIN: PATIENT EXPERIENCE				
Patient Experience (CG-CAHPS)	50th Percentile (Access 49.14%) 50th Percentile (Communication 75.83%)	25th Percentile (Access 40.00%) 25th Percentile (Communication 65.84%)	9	6
Patient Experience (Survey)	Submits Parts 1 and 2	Submits Part 1 or 2		
MONITORING MEASURES				
Topical Fluoride in Children *Monitoring Measure*	**Monitoring at the 50th Percentile (21.60%)**	**N/A- Monitoring measure. Does not qualify for partial points during first measurement year of implementation**	0	0
		TOTAL FULL POINTS	**100**	

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Core Measure Set Summaries – All Practice Types

MEASURE NAME	MEASURE DESCRIPTION
Breast Cancer Screening (40-74yo)	The percentage of continuously enrolled assigned members 40 - 74 years of age were recommended for routine breast cancer screening and had a mammogram to screen for breast cancer.
Cervical Cancer Screening	The percentage of continuously enrolled assigned members 21 – 64 years of age who were recommended for routine cervical cancer screening
Child and Adolescent Well Care Visits	The percentage of members continuously enrolled assigned members 3 - 17 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year
Childhood Immunization Status: Combo 10	The percentage of assigned children continuously enrolled, 2 years of age who had four (4) diphtheria, tetanus and acellular pertussis (DTaP); three (3) polio (IPV); one (1) measles, mumps and rubella (MMR); three (3) haemophilus influenza type B (HiB); three (3) hepatitis B (HepB), one (1) chicken pox (VZV); four (4) pneumococcal conjugate (PCV); one (1) hepatitis A (HepA); two (2) or three (3) rotavirus (RV); and two (2) influenza (flu) vaccines by their second birthday
Chlamydia Screening in Women (16-24yo)	The percentage of continuously enrolled assigned members who are assigned as female at birth 16 - 24 years of age who had at least one (1) test for chlamydia during the measurement year.
Colorectal Cancer Screening	The percentage of continuously enrolled assigned members 45 – 75 years of age who had appropriate screening for colorectal cancer.
Comprehensive Diabetes Care: HbA1c Control	The percentage of continuously enrolled assigned members 18 - 75 years of age who had a diagnosis of diabetes with evidence of HbA1c levels at or below the threshold of ≤9.0% during the measurement year.
Comprehensive Diabetes Care - Retinal Eye Exams	The percentage of continuously enrolled assigned members 18 - 75 years of age who had a diagnosis of diabetes who have had recommended retinal eye exams, screening for diabetes related retinopathy.
Controlling High Blood Pressure	The percentage of continuously enrolled assigned members 18 – 85 years of age who had a diagnosis of hypertension (HTN) and whose BP was adequately controlled (<140-90 mm Hg) during the measurement year.

Kidney Health Evaluation for Patients With Diabetes (KED)	The percentage of continuously enrolled assigned members 18 – 85 years of age with diabetes (type 1 and type 2) who received a kidney health evaluation which includes an estimated glomerular filtration rate (eGFR) and a urine albumincreatinineratio (uACR), during the measurement year.
Lead Screening in Children	The percentage of continuously enrolled children 2 years of age who had one or more capillary or venous lead blood test for lead poisoning by their second birthday
Immunizations for Adolescents – Combo 2	The percentage of continuously enrolled assigned adolescents 13 years of age who had one (1) dose of meningococcal conjugate vaccine, one (1) tetanus, diphtheria toxoids and acellular pertussis (Tdap) vaccine and two (2) doses of the human papillomavirus (HPV) vaccine by their 13th birthday.
Reducing Healthcare Disparity *Optional Measure*	Optional clinical measure. This new clinical measure will incentivize participating sites with set dollar amounts if they improve performance in a specific priority group within an identified measure of focus (Child and Adolescent Well Care Visits being the primary focus, followed by Breast Cancer Screening, Controlling High Blood Pressure & Colorectal Cancer Screening). Parent Organizations that have sufficient Partnership Healthplan assigned member volume can earn up to a maximum of 7% of a designated PCP site's total baseline PCP QIP payment for meeting performance thresholds in certain race/ethnicity groups.
Topical Fluoride in Children	**Monitoring Measure for MY2026**. The percentage of members 1 - 4 years of age who received at least two (2) fluoride varnish applications during the measurement year.
Well-Child Visits in the First 15 Months of Life	The percentage of continuously enrolled assigned members who turned 15 months old during the measurement year and who had six (6) or more well-child visits with a PCP during their first 15 months of life.
Well-Child Visits in the First 15-30 Months of Life	**Monitoring Measure for MY2026 for Family Medicine practices only.** The percentage of continuously enrolled assigned members who turned 30 months old during the measurement year and had two (2) or more well-child visits between the age of 15 months plus (1) day and 30 months.
Ambulatory Care Sensitive Admissions	Admission rate of assigned members with any of the principal diagnoses from Agency for Healthcare Research and Quality (AHRQ), Prevention Quality Indicators (PQI) and Pediatric Quality Indicators (PDI) listed in the numerator, during the measurement year.
Follow-Up within 7 Days after Hospital Discharge	The percentage of discharges for members 18 - 64 years of age who received a clinical follow-up with a primary care provider, a hospital-based provider or specialist provider within 7 days of discharge.

Avoidable ED Visits	The rate of assigned members with "avoidable ED visits" with a primary diagnosis that matches the diagnosis codes selected by Partnership.
PCP Office Visits	The average rate of Primary Care Provider visits per member per year by Partnership eligible members with participating QIP providers.
Patient Experience (CG-CAHPS) (Survey)	This measure aims to improve patient experience. There are two (2) ways in which to earn points: • Partnership contracts with a vendor to conduct the Clinician-Group Consumer Assessment of Healthcare Providers and System (CG-CAHPS) survey once during the measurement year **OR** • PCP conducts a survey to understand the patient's experience and reports results and findings using the submission template

Unit of Service Measure Summaries – All Practice Types

Measure	Incentive
Advance Care Planning	This measure encourages the PCP to provide annual awareness to Partnership members 18 years or older regarding how Advance Care Planning (ACP) can help alleviate unnecessary suffering, improve quality of life and provide better understanding of the decision-making challenges facing the individual and his or her caregivers. ACP discussions must take place between January 1 and December 31 of the measurement year to be eligible for this measure. Minimum 1/1000th (0.001%) of the sites assigned monthly membership 18 years and older for: • $100 per Attestation, maximum payment $10,000 per site. **OR** • $100 per Advance Directive/POLST, Maximum payment $10,000 per site
PCMH Certification	This measure encourages PCP sites to create a care delivery model whereby patient treatment is coordinated through their primary care physician to ensure they receive the necessary care when and where they need it, in a manner they can understand. PCP sites must receive accreditation, maintain accreditation, or re-certify within the measurement year from NCQA, or equivalent from AAAHC or JCAHO. The incentive is $1,000 yearly per site, for achieving or maintaining PCMH accreditation.

Peer-led & Pediatric Group Visits	The parent organization is eligible to earn $1,000 per group, maximum 15 groups, to the parent organization. The peer-led self-management or pediatric well-care visit group must meet at least four (4) times and have at least 16 Partnership total member visits per group, during the measurement year.
Health Information Exchange	One time $3000 incentive for signing on with a local or regional health information exchange; Annual $1500 incentive for showing continued participation with a local or regional health information exchange. This incentive is available at the parent organization level.
Health Equity	$2000 per parent organization for submission of Health Equity (HE) implementation initiative or an annual updated Health Equity report. Submission shall demonstrate HE characteristics PCPs can successfully integrate as a core strategy. Should include how best practices apply to internal domains such as: Access, Referral Processes, Avoidable ED Visits, Community Partnerships, and Staff Education. 1.Make HE a leader-driven priority. 2.Identify specific health disparities, then act to close the gaps. 3.Confront institutional racism. 4.Develop processes that support equity (health systems/dedicated resources, oversight). 5.Partner with community organizations.
Tobacco Screening	Incentive to improve early detection of and intervention toward tobacco use. $5.00 per tobacco use screening or counseling during the measurement year, of members 11- 21 years of age after 3% threshold of assigned members screened.
Electronic Clinical Data System (ECDS)	**Partnership is planning for 2027 to mandate the use of Datalink or administrative codes for all measures in the core measure set, eliminating the option for manual uploads**. Incentive is a maximum of one-time $5,000 per parent organization. Allowance of data exchange from Provider Electronic Health Records to Datalink to capture clinical screenings, follow-up care and outcomes. Participation to include data collection of specific clinical components for all Partnership members within your organization. 1. $2,000 per Parent Organization who signs an agreement with DataLink to allow the extraction of HEDIS data by September 30, 2026. Agreements signed after September 30, 2026 will be eligible for half payment ($1,000) through December 31, 2026 2. An additional $3,000 per Parent Organization when DataLink receives HEDIS data abstraction successfully from EMR by October 31, 2026 and the Parent Organization responds timely to request for verification.

Clinician education on improving medication management	This measure incentivizes the Parent Organizations for hosting a two-part academic detailing meeting with Partnership's Pharmacy Team/Medical Director. Pharmacy academic detailing meetings will focus on discussing improving medication management through pharmacy claims analysis. There is a two-part meeting requirement for the incentive: First meeting to review the data ($1500) and must be completed by July 1, 2026. The second meeting to follow-up for feedback ($1000) and must be completed by December 15, 2026. If a pharmacy academic meeting is scheduled with only one medical director at the first initial meeting, only $500 will be given.

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ATTACHMENT X
NETWORK PROVIDER
MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with Partnership HealthPlan (the "Medi-Cal Contract"), State and Federal laws and regulations, and applicable DHCS All Plan Letters ("APLs"). This Attachment X is included in this Agreement to reflect compliance with laws and DHCS's requirements for "PHYSICIAN OR PHYSICIAN GROUP" as a contracted Network Provider. Any citations in this Attachment are to the applicable sections of the Medi-Cal Contract or applicable law. This Attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Attachment and any other provision of the Agreement, this Attachment will control with respect to terms relevant to the provision of Medi-Cal services. Any capitalized term utilized in this Attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Attachment. If a capitalized term used in this Attachment is not defined in the Agreement or this Attachment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

1. The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred, or rendered under the Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.1.)

2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.2.)

3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by PHYSICIAN OR PHYSICIAN GROUP from PARTNERSHIP. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.3.)

4. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Contract, including, but not limited to, the Knox-Keene Health Care Service Plan Act of 1975, codified in Health & Safety Code Section 1340 et seq. (unless expressly excluded under the Medi-Cal Contract); 28 CCR Section 1300.43 et seq.; Welfare and Institutions Code ("W&I") Code Sections 14000 et seq. and 14200 et seq.; 22 CCR Section 53800 et seq.; and 22 CCR Section 53900 et seq. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.4.)

5. PHYSICIAN OR PHYSICIAN GROUP shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, pertaining to the obligations and functions undertaken pursuant to the Agreement, including, but not limited to, all applicable Federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, APLs, and provisions of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.5.)

6. PHYSICIAN OR PHYSICIAN GROUP shall submit to PARTNERSHIP, either directly or through a designated Subcontractor of PARTNERSHIP as applicable, complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, Template Data, and any other reports or data as requested by PARTNERSHIP, in order for PARTNERSHIP to meet its reporting requirements to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.6.)

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7. PHYSICIAN OR PHYSICIAN GROUP will maintain and make available to DHCS, upon request, copies of all contracts it enters into relating to ordering, referring, or rendering Covered Services under this Agreement, and will ensure that all such contracts are in writing. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.7.)

8. PHYSICIAN OR PHYSICIAN GROUP agrees to make all of its premises, facilities, equipment, books, records, contracts, and computer and other electronic systems pertaining to the Covered Services ordered, referred, or rendered under the terms of the Agreement, available for the purpose of an audit, inspection, evaluation, examination, or copying, as set forth in Medi-Cal Contract, Exhibit E, Provision 1.1.22 (*Inspection and Audit of Records and Facilities)* as follows:

   (a) In accordance with inspections and audits, as directed by DHCS, the Centers for Medicare & Medicaid Services ("CMS"), U.S. Department of Health and Human Services ("DHHS") Inspector General, the Comptroller General, Department of Justice ("DOJ"), Department of Managed Health Care ("DMHC"), DHCS's External Quality Review Organization contractor, or their designees; and

   (b) At all reasonable times at PHYSICIAN's OR PHYSICIAN GROUP's place of business or at such other mutually agreeable location in California.

   (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.8.)

9. PHYSICIAN OR PHYSICIAN GROUP will maintain all of its books and records, including all Encounter Data, in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.9.)

10. PHYSICIAN OR PHYSICIAN GROUP shall timely gather, preserve and provide to DHCS, CMS, Office of the Attorney General's Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and any authorized State or Federal regulatory agencies, any records in PROVIDER's possession, in accordance with the Medi-Cal Contract, Exhibit E, Provision 1.1.27 (*Litigation Support*). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.10.)

11. PHYSICIAN OR PHYSICIAN GROUP must assist PARTNERSHIP, or if applicable a PARTNERSHIP Subcontractor or Downstream Subcontractor, in the transfer of the Member's care in accordance with Exhibit E, Section 1.1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of Medi-Cal Contract termination or in the event of termination of this Agreement for any reason. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.11.)

12. The parties agree this Agreement may be terminated, or subject to other remedies, actions, fines and/or penalties, if DHCS or PARTNERSHIP determine that PHYSICIAN OR PHYSICIAN GROUP has not performed satisfactorily. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.12.)

13. PHYSICIAN OR PHYSICIAN GROUP will hold harmless both the State and Members in the event PARTNERSHIP or, if applicable, a Subcontractor or Downstream Subcontractor, cannot or will not pay for Covered Services ordered, referred, or rendered by PHYSICIAN OR PHYSICIAN GROUP pursuant to this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.13.)

14. PHYSICIAN OR PHYSICIAN GROUP shall not bill a Member for Medi-Cal Covered Services. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.14.)

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15. PARTNERSHIP will inform PHYSICIAN OR PHYSICIAN GROUP of prospective requirements added by Federal or State law or DHCS related to the Medi-Cal Contract that impact obligations and functions undertaken pursuant to the Agreement before the requirement is effective, and PHYSICIAN OR PHYSICIAN GROUP agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.15.)

16. PHYSICIAN OR PHYSICIAN GROUP must ensure to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.11.C (*Diversity, Equity and Inclusion Training*). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.16.)

17. PHYSICIAN OR PHYSICIAN GROUP must provide interpreter services for Members and comply with language assistance standards developed pursuant to Health & Safety Code Section 1367.04. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.17.)

18. PHYSICIAN OR PHYSICIAN GROUP must notify PARTNERSHIP, and PARTNERSHIP's Subcontractor or Downstream Subcontractor, within ten (10) Working Days of any suspected Fraud, Waste, or Abuse. PHYSICIAN OR PHYSICIAN GROUP shall allow PARTNERSHIP to share such information with DHCS in accordance with Exhibit A, Attachment III, Provision 1.3.2.D (*Contractor's Reporting Obligations*) and Provision 1.3.2.D.6 (*Confidentiality*) of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.18.)

19. PHYSICIAN OR PHYSICIAN GROUP must report to PARTNERSHIP when it has received an overpayment; return the overpayment to PARTNERSHIP within 60 calendar days of the date the overpayment was identified; and notify PARTNERSHIP in writing of the reason for the overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of Overpayment Recoveries)* of the Medi-Cal Contract, and 42 CFR Section 438.608(d)(2). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.19.)

20. The parties confirm PROVIDER's right to all protections afforded to PHYSICIAN OR PHYSICIAN GROUP under the Health Care Providers' Bill of Rights, as set forth in Health & Safety Code Section 1375.7, including, but not limited to, PROVIDER's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to Health & Safety Code Section 1367(h)(1). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.20.)

21. PHYSICIAN OR PHYSICIAN GROUP must execute the California Health and Human Services Data Exchange Framework data sharing agreement pursuant to Health & Safety Code Section 130290. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5.A.21.)

22. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.2.A.2.)

23. PHYSICIAN OR PHYSICIAN GROUP agrees to receive training from PARTNERSHIP and receive notice from PARTNERSHIP of any changes to PARTNERSHIP's Grievance and Appeals policies and procedures. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 4.6.I.)
24. PHYSICIAN OR PHYSICIAN GROUP agrees to participate in all timely access surveys and network adequacy activities conducted by PARTNERSHIP or DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.5.A.6.)

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25. PROVIDER, and PROVIDER's employees, officers and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit H, Provision 1.1.1.)

26. PHYSICIAN OR PHYSICIAN GROUP shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Member, such as for treatment of work-related injuries or injuries resulting from tortious conduct of third-parties. PHYSICIAN OR PHYSICIAN GROUP is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, PHYSICIAN OR PHYSICIAN GROUP may not retain the duplicate payment. Once the duplicate payment is identified, PHYSICIAN OR PHYSICIAN GROUP must reimburse PARTNERSHIP. If PHYSICIAN OR PHYSICIAN GROUP fails to refund the duplicate payment, PARTNERSHIP may offset payments made to PHYSICIAN OR PHYSICIAN GROUP to recoup the funds. Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.1.26.C of the Medi-Cal Contract. (DHCS APL 21-007; Welfare & Institutions Code Sections 14124.70 – 14124.791.)

27. PHYSICIAN OR PHYSICIAN GROUP shall not pay any provider for a Provider-Preventable Condition ("PPC") in accordance with 42 CFR section 438.3(g). PHYSICIAN OR PHYSICIAN GROUP agrees to report to PARTNERSHIP all PPCs in the form and frequency required by DHCS APL 17-009. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.3.17; 42 CFR 438.3(g).)

28. PHYSICIAN OR PHYSICIAN GROUP will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.3(a)). (Medi-Cal Contract, Exhibit G.)

29. PHYSICIAN OR PHYSICIAN GROUP agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from PHYSICIAN OR PHYSICIAN GROUP in accordance with this Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of PROVIDER, stockholders owning more than 5 percent of the stock issued by PHYSICIAN OR PHYSICIAN GROUP and major creditors holding more than 5 percent of the debt of PHYSICIAN OR PHYSICIAN GROUP will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.11.)

30. To the extent a pathway to enrollment exists, PHYSICIAN OR PHYSICIAN GROUP must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. PHYSICIAN OR PHYSICIAN GROUP shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between PHYSICIAN OR PHYSICIAN GROUP and DHCS, if applicable. In the event PARTNERSHIP assisted PHYSICIAN OR PHYSICIAN GROUP with the enrollment process, PHYSICIAN OR PHYSICIAN GROUP consents to allow DHCS and PARTNERSHIP to share information relating to PROVIDER's application and eligibility, including, but not limited to, issues related to program integrity. PROVIDER's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (DHCS APL 22-013; 42 CFR 438.602(b).)

31. PHYSICIAN OR PHYSICIAN GROUP represents and warrants that PHYSICIAN OR PHYSICIAN GROUP and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in

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nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, PHYSICIAN OR PHYSICIAN GROUP represents and warrants that PHYSICIAN OR PHYSICIAN GROUP is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act nor is PHYSICIAN OR PHYSICIAN GROUP excluded, suspended, or ineligible to participate, either directly or indirectly, in the Medicare or Medi-Cal programs. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 1.3.4.B; 42 CFR 438.610.)

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MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

REGULAR AGENDA

18. HEALTH SERVICES AGENCY / ADMINISTRATION
    a) AGREEMENT - Approval and authorization for the Executive Director to sign the Professional Services agreement with Partnership HealthPlan of California (Partnership), effective 1/1/2024 and will automatically renew at the end of one (1) year, and annually thereafter.
    (Miscellaneous Agreement #2023-355)

Health Services Agency Executive Director Jayme Bottke stated this agreement will allow the medical clinic to become a part of the network.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Candy Carlson, Supervisor - District 2
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Leach, Nolen, Carlson
ABSENT:	Hansen

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, 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 the 21st day of November 2023.

DATED: November 21, 2023

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

PROFESSIONAL SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

And

PHYSICIAN GROUP

This Professional Services Agreement (the "Agreement") is entered into this January 1, 2024 by and between Partnership HealthPlan of California, a public entity ("**PARTNERSHIP**" or "**PLAN**") and Tehama County Health Services Agency, a physician or a group of physicians licensed to practice in the State of California pursuant to California Business and Professions Code, Division II, Chapter 5, Section 2000 et. seq. (collectively referred to as "**PHYSICIAN**" or "**PHYSICIAN GROUP**").

PHYSICIAN GROUPS

If the undersigned Physician is a member of a Physician Group and is the authorized representative of this Physician Group, the signature affixed to this Agreement on behalf of the Physician Group certifies the following by his or her signature:

(a) The group is a duly organized single business entity organized for the express purpose of providing health care services to the public at large.

(b) All physician members of the group have granted Power of Attorney to the Group Representative for the purpose of signing Managed Care contracts on their behalf. Each member of the Physician Group will be aware of and comply with the terms of the contract.

(c) He or she is authorized to enter into this Agreement on behalf of the Physician Group.

Upon reasonable request by PARTNERSHIP, the Physician Group agrees to provide certified copies of documents, including, but not limited to, Articles of Incorporation, Partnership Agreements or Member Physician Agreements, which will verify its legal and organizational status and operation as described above.

IN WITNESS WHEREOF, the subsequent Agreement between PARTNERSHIP and Physician Group is entered into by and between the undersigned parties.

PHYSICIAN GROUP
Tehama County Health Services Agency

Signature: Jayme S Bottke

Printed Name: Jayme S. Bottke

Title: Executive Director

Date: 10-25-23

PLAN
Partnership HealthPlan of California

Signature:

Name: Sonja Bjork

Title: Chief Executive Officer

Date: 10/12/23

Individuals in Group *(if needed use additional sheet of paper)*:

PHYSICIAN GROUP Address for Notices:

PO Box 400

Red Bluff, CA 96080

Attn: Executive Director

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PARTNERSHIP HEALTHPLAN OF CALIFORNIA
PHYSICIAN GROUP PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 2 – SUBCONTRACTOR REQUIREMENTS (as applicable)

RECITALS

A. Whereas PARTNERSHIP has entered into and will maintain contracts (the "Medi-Cal Agreements") with the California Department of Health Care Services ("DHCS") in accordance with Title 10, CCR, Section 1300 et. seq.; Welfare & Institutions ("W&I") Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which Medi-Cal beneficiaries assigned to PARTNERSHIP as Members, will receive all medical services hereinafter defined as "Covered Services," through PARTNERSHIP.

B. Whereas PARTNERSHIP will arrange for Covered Services for its Medi-Cal Members under the case management of designated Primary Care Providers chosen by or assigned to Medi-Cal Members, and all Specialist Physician Services (with the exception of emergency services) will be delivered only with authorization from PARTNERSHIP.

C. Whereas Physician or Physician Group will participate in providing Covered Services to Medi-Cal Members and will receive payment from PARTNERSHIP for the rendering of those Covered Services.

D. Whereas Physician or Physician Group desires to provide primary care services or specialty medical care as appropriate for such Medi-Cal Members.

IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises contained herein, receipt and sufficiency of which are hereby acknowledged, the parties set forth in this Agreement agree and covenant as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended. Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Section.

1.1 Accreditation Organization – Any organization including without limitation, the National Committee for Quality Assurance (NCQA), or other entities engaged in accrediting, certifying and/or approving PARTNERSHIP, Physician, and/or their respective programs, centers or services.

1.2 Agreement - This Agreement and all of the Exhibits attached hereto and incorporated herein by reference.

1.3 Applicable Requirements - To the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, County, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the applicable Knox-Keene Act statutes and its implementing regulations, the Social Security Act and its

implementing regulations, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, "Affordable Care Act"), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; the Medi-Cal Agreement; DHCS Medi-Cal Provider Manual; all Governmental Agency guidance, executive orders, instructions, letters, bulletins, and policies; and all standards, rules and regulations of accreditation organizations.

1.4 Assigned Member - Medi-Cal Member who has been assigned or who chose a PCP for their medical care.

1.5 Attending Physician - (a) Any physician who is acting in the provision of Emergency Services to meet the medical needs of the Medi-Cal Member; or (b) any physician who is, through referral from the Medi-Cal Member's PCP, actively engaged in the treatment or evaluation of a Member's condition; or (c) any physician designated by the Medical Director to provide services for Direct Members.

1.6 Block Transfer - A transfer or redirection of two thousand (2,000) or more Members by PARTNERSHIP from a terminated Physician Group to one or more contracting providers that takes place as a result of the termination or non-renewal of a provider contract.

1.7 California Children's Services (CCS) Program - A public health program providing Medically Necessary Covered Services to Members under the age of 21 years who have CCS-eligible conditions, as specified in Title 22, CCR, Section 41515.1 *et seq*.

1.8 This is deliberately left blank.

1.9 Child Health and Disability Prevention Services (CHDP) - Those health care preventive services for beneficiaries under 21 years of age provided in accordance with the provisions of Health and Safety Code Section 124025, et. seq., and Title 17, CCR, Sections 6842 through 6852.

1.10 Claim Form – Centers for Medicare and Medicaid Services (CMS) 1500 or UB-04 claim form used by Physician to report to PARTNERHIP the provision of Covered Services to Medi-Cal Members.

1.11 Clean Claim - A claim that can be processed without obtaining additional information from the provider of the service or from a third party.

1.12 Contract Year - Twelve (12) month period following the effective date of this Agreement between Physician and PARTNERSHIP and each subsequent twelve (12) month period following the anniversary of the Agreement.

1.13 County Organized Health System (COHS) - A plan serving either a single or multiple county area formed pursuant to California Welfare and Institutions Code Section 14087.54.

1.14 Covered Services - Those health care services set forth in Welfare and Institutions Code Sections 14000 et seq. and 14131 et. seq., Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Section 51301, and Title 17, CCR, Chapter 4, Subchapter 13, Article 4, beginning with Section 6800 et seq., except for excluded and limited services outlined in Sections 4.1 to 4.3 of this Agreement.

1.15 Direct Members - Medi-Cal Members enrolled with PARTNERSHIP who have not been assigned to a PCP for administrative or medical reasons, e.g. CCS, ESRD, LTC, out-of-area Members, organ transplant cases, or Medi-Cal Members that the Medical Director has determined can remain unassigned to a PCP because of continuity of care.

1.16 Downstream Subcontractor - An individual or entity that has a subcontractor agreement with a Subcontractor.

1.17 Eligible Beneficiary - Any Medi-Cal beneficiary who receives Medi-Cal benefits under the terms of one of the specific aid codes set forth in the Medi-Cal Agreement between PARTNERSHIP and DHCS, and who is certified as eligible for Medi-Cal by the State of California and assigned to PARTNERSHIP.

1.18 Emergency Medical Condition - A medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that a the absence of immediate medical attention could reasonably expect to result in one or more of the following: i) placing the health of the individual in serious jeopardy; ii) serious impairment to bodily functions; or iii) serious dysfunction of any bodily organ or part; or iv) death.

1.19 Emergency Services - Those inpatient and outpatient Covered Services that are furnished by a qualified provider and needed to evaluate or stabilize an Emergency Medical Condition as defined in 42 CFR section 438.114 and Health & Safety Code section 1317.1(a)(1).

1.20 Encounter Data - The information that describes health care interactions between Members and health care providers relating to the receipt of any item(s) or service(s) by a Member under this Agreement and subject to the standards of 42 CFR sections 438.242 and 438.818

1.21 Encounter Form - Form submitted electronically to PARTNERSHIP in a HIPAA compliant 837 format to report the Covered Services provided to Medi-Cal Members.

1.22 Enrollment - The process by which an Eligible Beneficiary selects or is assigned to PARTNERSHIP by DHCS.

1.23 Excluded Services - Those services for which PARTNERSHIP is not responsible pursuant to its Medi-Cal Agreement and for which it does not receive a capitation payment as outlined in Sections 4.1 to 4.3 of this Agreement.

1.24 Family Planning - means Covered Services that are provided to individuals of childbearing age to enable them to determine the number and spacing of their children, and to help reduce the incidence of maternal and infant deaths and diseases by promoting the health and education of potential parents. Family Planning includes, but is not limited to: 1) medical and surgical services performed by and under the direct supervision of a licensed physician for the purposes of Family Planning; 2) laboratory and radiology procedures, drugs and devices prescribed by a licensed physician and/or associated with Family Planning procedures; 3) patient visits for the purpose of Family Planning; 4) Family Planning counseling services provided during a regular patient visit; 5) tubal ligations; 6) vasectomies; 7) contraceptive drugs or devices; and, 8) treatment for complications resulting from previous Family Planning procedures. Family Planning does not include services for the treatment of infertility or reversal of sterilization.

1.25 Fee-For-Service Payment (FFS) - (1) The maximum Fee-For-Service rate determined by DHCS for services provided under the Medi-Cal Program; or (2) the rate agreed to by PARTNERSHIP and Physician or Physician Group. All Covered Services that are non-capitated services and authorized by PARTNERSHIP pursuant to this Agreement will be compensated by PARTNERSHIP at the lowest allowable Fee-For-Service rate unless otherwise identified in Section 5 of this Agreement.

1.26 Fraud, Waste, and Abuse - The intentional deception or misrepresentation made by persons, including, but not limited to, Physician or Physician Group, with the knowledge that such deception could result in some unauthorized benefit to themselves or some other person or entity. It also means practices that are inconsistent with sound fiscal and business practices or medical standards and result in an unnecessary cost to the Medi-Cal program or other Benefit Plans, or in payment for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. Fraud, Waste, and Abuse includes any act that constitutes fraud under applicable federal or state law including 42 CFR § 455.2 and Welfare & Institutions Code section 14043.1(i), and the overutilization or inappropriate utilization of services and misuse of resources.

1.27 Governmental Agencies - The Department of Managed Health Care ("DMHC"), DHCS, United States Department of Health and Human Services ("DHHS"), United States Department of Justice ("DOJ"), and California Attorney General, Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and any other agency which has jurisdiction over PARTNERSHIP or Medi-Cal (Medicaid) or Physician or Physician Group.

1.28 Health Equity - The reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.

1.29 Hospital - Any acute, general care or psychiatric hospital licensed by the DHCS.

1.30 Identification Card - The card that is prepared by PARTNERSHIP which bears the name and symbol of PARTNERSHIP and contains: a) Member name and identification number, b) Member's PCP, and c) other identifying data. The card is not proof of Member eligibility with PARTNERSHIP or proof of Medi-Cal eligibility.

1.31 Medical Director - The Medical Director of PARTNERSHIP, or his/her designee, a physician licensed to practice medicine in the State of California employed by PARTNERSHIP to monitor the quality assurance and implement Quality Improvement Activities of PARTNERSHIP.

1.33 Medi-Cal Managed Care Program or Medi-Cal Program - The program that PARTNERSHIP operates under its Medi-Cal Agreement with DHCS.

1.34 Medi-Cal Manual - The Medical Services Provider Manual of DHCS, issued by the DHCS Fiscal Intermediary.

1.35 Medical Transportation - The transportation of the sick, injured, invalid, convalescent, infirm or otherwise incapacitated persons by ambulances, litter vans or wheelchair vans licensed, operated, and equipped in accordance with applicable state or local statutes, ordinances or regulations. Medical transportation services do not include transportation of beneficiaries by passenger car, taxicabs or other forms of public or private conveyances.

1.36 Medically Necessary - Reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury, as required under W&I Code Section 14059.5(a) and 22 CCR Section 51303(a). Medically Necessary services shall include Covered Services necessary to achieve age-appropriate growth and development, and attain, maintain, or regain functional capacity.
For Members under 21 years of age, a treatment or service is also Medically Necessary if it meets the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) standard set forth in 42 USC Section 1396d(r)(5), as required by W&I Code Sections 14059.5(b)(1) and 14132(v), and as described in DHCS APL 19-010. Without limitation, Medically Necessary services for Members less than 21 years of age include all services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support, or maintain the Member's current health condition. These services will be in accordance with accepted standards of medical practice and not primarily for the convenience of the Member or the participating provider.

1.37 Medical Home - A model of organization of primary care that delivers the core functions of primary health care which is comprised of comprehensive care, patient-centered, coordinated care, accessible services, and quality and safety.

1.38 Medicare - The federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.

1.39 Member or Medi-Cal Member - An Eligible Beneficiary who is enrolled in PARTNERSHIP.

1.40 Member Handbook - The PARTNERSHIP Medi-Cal Combined Evidence of Coverage and Disclosure Form that sets forth the benefits to which a Medi-Cal Member is entitled under the Medi-Cal Managed Care Program, the limitations and exclusions to which the Medi-Cal Member is subject and terms of the relationship and agreement between PARTNERSHIP and the Medi-Cal Member.

1.41 Minor Consent Services - Covered Services of a sensitive nature that minor Members do not need parental consent to access, including, but not limited to, the following situations: a) sexual assault, including rape; b) drug or alcohol abuse for minors twelve (12) years or older; c) pregnancy; d) family planning; e) sexually transmitted diseases for minors twelve (12) years or older; f) diagnosis or treatment of infectious, contagious, or communicable diseases in minors twelve (12) years of age or older if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer; and g) outpatient mental health care for minors twelve (12) years of age or older who are mature enough to participate intelligently in their health care pursuant to Family Code section 6924 and where either (1) there is a danger of serious physical or mental harm to the minor or others or (2) the minors are the alleged victims of incest or child abuse.

1.42 Non-Medical Transportation (NMT) - Transportation of Members to obtain Covered Services by passenger car, taxicabs, or other forms of public or private conveyances, and mileage reimbursement when conveyance is in a private vehicle arranged by the Member and not through a transportation broker, bus passes, taxi vouchers, or train tickets. NMT does not include the transportation of sick, injured, invalid, convalescent, infirm, or otherwise incapacitated Members by ambulances, litter vans, or wheelchair vans licensed, operated and equipped in accordance with State and local statutes, ordinances, or regulations.

1.43 Non-Physician Medical Practitioner - A physician assistant, nurse practitioner, or certified mid wife authorized to provide primary care under physician supervision.

1.44 Physician Patient Load Limitation - The maximum number of Members for whom the PCP has contracted to serve, which has been accepted by PARTNERSHIP. PARTNERSHIP agrees that additional Members will not be permitted to select or be assigned to that PCP. Such limit may be changed by mutual agreement of the parties.

1.45 Physicians Advisory Group - The committee of physicians chosen each year from among contracting physicians by PARTNERSHIP for the purpose of advising PARTNERSHIP. The physicians must be Board Certified.

1.46 Population Needs Assessment - PARTNERSHIP's process for: a) identifying Member health needs and health disparities; b) evaluating health education, cultural & linguistic, delivery system transformation and quality improvement activities and other available resources to address identified health concerns; and 3)

implementing targeted strategies for health education, cultural & linguistic, and quality improvement programs and services.

1.47 Primary Care Case Management - The responsibility for primary and preventive care, and for the referral, consultation, ordering of therapy, admission to hospitals, provision of Medi-Cal covered health education and preventive services, follow-up care, coordinated hospital discharge planning that includes necessary post-discharge care, and maintenance of a medical record with documentation of referred and follow-up services.

1.48 Primary Care Provider (PCP) -. The PCP is responsible for supervising, coordinating, and providing initial and Primary Care to Members; initiating referrals; and for maintaining the continuity of care for the Members; and serving as the Medical Home for Members. A PCP is a general practitioner, family practitioner, internist, Obstetrician-Gynecologist, pediatrician, or Non-Physician Medical Practictioner. For SPD Members, a PCP may also be a Specialist or clinic. A resident or intern will not be a Primary Care Provider.

1.49 Primary Care Services - Those services defined in Attachment C of the PCP contract and provided to Members by a PCP. These services constitute a basic level of healthcare usually rendered in ambulatory settings and focus on general health needs.

1.50 Primary Hospital - A hospital affiliated with PCP that has entered into an agreement with PARTNERSHIP.

1.51 Program Data - Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.

1.52 Provider Data - Information concerning Physician or Physician Group, including, but not limited to, information about the contractual relationship between Physician or Physician Group, Subcontractors, and Downstream Subcontractors; information regarding the facilities where Services are rendered; and information about the area(s) of specialization of Physician and Physician Group, Subcontractors, and Downstream Subcontractors, as applicable.

1.53 Provider Manual - The Manual of Operational Policies and Procedures for PARTNERSHIP Medi-Cal Managed Care Program.

1.54 Quality Improvement and Health Equity Committee ("QIHEC") - A committee facilitated by PARTNERSHIP's Medical Director, or the Medical Director's designee, in collaboration with the Health Equity officer, to meet at least quarterly to direct all QIHETP findings and required actions.

1.55 Quality Improvement and Health Equity Transformation Program ("QIHETP") - The systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the

standards set forth in applicable laws, regulations, and the Medi-Cal Agreement.

1.56 Referral Authorization Form or RAF - The form or number evidencing a referral by PCP or Medical Director, or designee, to render specific non-emergency Covered Services to Medi-Cal Members.

1.58 Referral Physician - Any qualified physician, duly licensed in California that has been enrolled in the Medi-Cal Program and executed an agreement with PARTNERSHIP, to whom a PCP may refer any Member for consultation or treatment. Exceptions to this requirement must be authorized by PARTNERSHIP CEO and/or Medical Director.

1.59 Referral Services - Covered Services, which are not Primary Care Services, provided by physicians on a referral from the PCP, or rendered by the PCP as a non-capitated service.

1.60 Senior and Person with Disability (SPD) Member – A Member who falls under a specific SPD aid code as defined by DHCS.

1.61 Sensitive Services - Covered Services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence, and includes Covered Services described in Sections 6924, 6925, 6926, 6927, 6928, 6929, and 6930 of the Family Code, and Sections 121020 and 124260 of the Health and Safety Code, obtained by a Member with the capacity to legally consent to the specific Covered Service.

1.62 Specialist Physician or Specialist - A providerwho has completed advanced education and clinical training in a specific area of medicine or surgery. Specialists include, but are not limited to, those Specialists listed in Welfare & Institutions Code Section 14197. A specialists has entered into an Agreement with PARTNERSHIP and is licensed to provide medical care by the Medical Board of California, and is enrolled in the State Medi-Cal Program at locations designated in Attachment B of this Agreement.

1.63 Subcontractor - means an individual or entity that has a subcontractor agreement with PARTNERSHIP that relates directly or indirectlSENSITIVIE y to the performance of PARTNERSHIP's obligations under the Medi-Cal Agreement. .

1.64 Template Data - Data reports submitted to DHCS by PARTNERSHIP, which includes, but is not limited to, data of Member populations, health care benefit categories, or program initiatives.

1.65 Treatment Authorization Request or (TAR) - The form approved by PLAN for the provision of Non-Emergency Services. Those Non-Emergency Services that require a Treatment Authorization Request form approved by PARTNERSHIP are set forth in the Provider Manual.

1.66 Urgent Care Services - Those Covered Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.

1.67 Utilization Management Program - The program(s) approved by PARTNERSHIP, which are designed to review and monitor the utilization of Covered Services, including the evaluation of the Medical Necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities. Such program(s) are set forth in PARTNERSHIP's Provider Manual.

1.68 Working Days - means Monday through Friday, except for state holidays as identified at the California Department of Human Resources State Holidays website.

SECTION 2
QUALIFICATIONS, OBLIGATIONS AND COVENANTS

2.1 Physician or Physician Group is responsible for:

2.1.1 Standards of Care - Provide Covered Services for those complaints and disorders of PARTNERSHIP Members that are within Physician's professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner as are generally accepted practices and standards prevailing in the professional community.

2.1.2 Licensure - Warrant that Physician(s) has/have, and will continue to have as long as this Agreement remains in effect, a valid unrestricted license to practice medicine or osteopathy in the State of California to provide the Covered Services under the terms of this Agreement. Warrant that Physician will maintain good standing in the Medi-Cal and Medicare Programs and affirm that Physician does not appear on any Medi-Cal suspended provider list or any other list which would exclude or suspend Physician from participating in any other state or federal health care program. Warrant that Physician(s) has/have the personal capacity to perform pursuant to the terms of this Agreement; is duly licensed, certified or registered and qualified in accordance with current applicable legal, profession, and technical standards, and will satisfy any continuing professional education requirements prescribed by state licensure and/or certification regulations or by PARTNERSHIP. Warrant that Physician(s) has/have a valid National Provider Identification number.

(a) Physician or Physician Group will notify PARTNERSHIP immediately if Physician or Physician Group is referred for suspension or termination, or actually identified as suspended, excluded, or terminated from participation in the Medicare or Medi-Cal/Medicaid Programs.

2.1.3 Credentialing - Provide PARTNERSHIP with a completed credentialing form, will use best efforts to notify PARTNERSHIP in advance of any

change in such information, and will successfully complete a facility site review in accordance with DHCS APL 22-017, 22 CCR section 53856, and the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 5.2.14 (*Site Review*), if deemed necessary by PARTNERSHIP in accordance with the Medi-Cal Agreement.

2.1.4 Comprehensive Primary Care Services - For non-Specialists, provide the Medically Necessary comprehensive level of health care for their assigned patients usually rendered in ambulatory settings by general or family practitioners, pediatricians, Obstetrician-Gynecologists, internists and Non-Physician Medical Practitioners. This type of care emphasizes caring for the Member's general health needs as opposed to specialists focusing on specific needs.

2.1.5 Covered Services - Provide Medically Necessary Covered Services that are physician services including specific diagnostic, treatment or surgical procedures to Medi-Cal Members for those medical complaints and disorders that are within his/her professional competence to diagnose and treat.

2.1.6 Adequate Network or Staff – Physician or Physician Group must maintain adequate networks and staff to ensure that it has sufficient capacity to provide and coordinate care for Covered Services in accordance with 22 CCR section 53853, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2 and all requirements in the Medi-Cal Agreement.

2.1.7 Referrals - Unless otherwise agreed to by PARTNERSHIP except for Emergency Services and Urgent Care Services, provide Covered Services to Medi-Cal Members, only upon receipt of an appropriate referral to provide such services from Medi-Cal Member's PCP, PARTNERSHIP, or such other treatment authorization as described in PARTNERSHIP's Provider Manual.

a. PCP has the right to refer Member to any Referral (Specialist) Physician. Referrals to contracting providers outside the County or non-contracting certified Medi-Cal providers may be made only after authorization for such has been obtained from PARTNERSHIP's Medical Director or designee.

b. The Specialist Physician will consult with PCP as soon as possible when a Medi-Cal Member who, for conscientious or other personal reasons, refuses to follow or undergo one or more procedures or courses of treatment recommended by the Specialist Physician if the Specialist Physician determines no professionally acceptable alternatives to such recommended procedures or courses of treatment exists as a Covered Service under the Medi-Cal Managed Care Program.

2.1.8 Case Management - Cooperate with Medi-Cal Member's PCP and PARTNERSHIP in the PCP's monitoring, coordination, and case management of the Medi-Cal Member's overall health care. Specialist Physician will promptly furnish a complete report of the services rendered to a Medi-Cal Member to the Medi-Cal Member's PCP and, upon receipt of an appropriate consent, to PARTNERSHIP, on such form as may be prescribed in PARTNERSHIP's Provider Manual.

a. Physician or Physician Group agrees to abide by PARTNERSHIP's Provider Manual policies and procedures, which may be amended from time to time with ninety (90) business days' notice to Physician or Physician Group.

b. Specialist or Referral Physician to whom the PCP has delegated the authority by a referral to proceed with treatment or the use of resources, will be responsible for coordinating medical services performed or prescribed through them for the Member.

c. Physician or Physician Group acknowledges that PARTNERSHIP's Medical Director will assist in the management of catastrophic cases. Physician or Physician Group will fully cooperate with PARTNERSHIP's Medical Director by providing information that may be required in the transfer of a Medi-Cal Member into medical facilities designated by PARTNERSHIP for the care of catastrophic cases, including but not limited to, prompt notification of known or suspected catastrophic cases.

2.1.9 Accessibility and Hours of Service – Providing Covered Services to Medi-Cal Members on a readily available and accessible basis in accordance with Applicable Requirements, including, but not limited to 42 CFR section 438.206, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2, the Medi-Cal Agreement, and PARTNERSHIP's timely access policies and procedures as set forth in PARTNERSHIP's Provider Manual. Covered Services shall be provided during normal business hours at Physician or Physician Group's usual place of business and Physician or Physician Group will arrange for Emergency Services and Urgent Care Services as Medically Necessary. Any Emergency Services shall be subject to the terms set forth in the Provider Manual regarding Contracting and Non-Contracting Emergency Service Providers and Post-Stabilization. Physician or Physician Group will make suitable arrangements for personal contact with the Member, or for services by appropriate personnel in accordance with customary medical practice and with the law including referrals for a second professional opinion.
In all cases, Physician or Provider Group shall ensure that Covered Services are provided in a timely manner appropriate for the nature of the Member's condition, consistent with good professional practice. Failure of Physician or Physician Group to follow PARTNERSHIP's timely access policies and procedures, reporting requirements, subcontractual requirements,

Applicable Requirements, or DHCS's requirements, may result, at PARTNERSHIP's option, in a corrective action plan or any sanctions.

a. Direct requests to Specialist Physician from Medi-Cal Member for medical advice, diagnosis, treatment, or relief, will first be authorized by the PARTNERSHIP Medical Director or his/her designee prior to rendering the services with the exception of those services described in Section 4.1 of this Agreement.

b. No payment shall be made by PARTNERSHIP for the services rendered to Capitated Members unless evidence of PCP or PARTNERSHIP authorization has been made or the services are excluded in accordance with Section 4 of this Agreement.

c. In the event and to the extent that Physician or Physician Group is at risk for non-contracting emergency services, Physician or Physician Group shall comply with the Medi-Cal Agreement requirements with respect to Provision 3.3.16 of the Medi-Cal Agreement (*Emergency Services and Post-Stabilization Care Services*)..

2.1.10 Hospital Privileges - Maintain active medical staff privileges and remain a member in good standing of the medical staff with at least one (1) Hospital contracting with PARTNERSHIP or has been specifically excluded from this requirement by PARTNERSHIP's Medical Director.

2.1.11 Officers, Owners and Stockholders - Physician or Physician Group shall provide, as applicable, the ownership disclosure statement(s) included in Attachment A, the business transactions disclosure statement(s), the convicted offenses disclosure statement(s), and the exclusion from state or federal health programs disclosure statement(s), prior to commencing services under this Agreement and, on an annual basis, upon any change in information, and upon request, if required by law or by the Medi-Cal Agreement. Legal requirements include, but are not limited to, Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106. Physician shall also provide, as applicable, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" and shall comply with its instructions, if required by law or by the Medi-Cal Agreement. Such Debarment Certification and its instructions are set forth in the Provider Manual.

2.1.12 Actions Against Physician - Physician or Physician Group will adhere to the requirements as set forth in PARTNERSHIP's Provider Manual and notify PARTNERSHIP immediately via phone and by certified mail within five (5) days of Physician or Physician Group's learning of any action taken which results in restrictions on Physician staff privileges, membership, employment for a medical disciplinary cause or reason as defined in the California Business & Professions Code, Section 805, regardless of the

duration of the restriction or excluded from participating in the Medi-Cal Program.

2.1.13 Data Requirements - Physician or Physician Group will comply with the following requirements:

2.1.13.1 Financial and Accounting Records - Maintain, in accordance with standard and accepted accounting practices, financial and accounting records relating to services provided or paid for hereunder as will be necessary and appropriate for the proper administration of this Agreement, the services to be rendered, and payments to be made hereunder or in connection herewith.

2.1.13.2 Reports - Physician or Physician Group agrees to submit reports as required by PARTNERSHIP or DHCS.

2.1.13.3 Encounter Data, Provider Data, Program Data, Template Data Reporting - Physician or Physician Group agrees to provide complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, and Template Data, and any other reports or data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its data reporting requirements to DHCS. Physician or Physician Group agrees to comply with the requirements set forth in Exhibit A, Attachment III, Provision 2.1.2 (*Encounter Data Reporting*), Provision 2.1.4 (*Network Provider Data Reporting*), Provision 2.1.5 (*Program Data Reporting*), Provision 2.1.6 (*Template Data Reporting*) of the Medi-Cal Agreement.

2.1.14 Social Determinants of Health (SDOH) – Physician or Physician Group will identify, collect and provide PARTNERSHIP with data relating to Medi-Cal Members' SDOH, including but not limited to data for DHCS's 25 Priority SDOH Codes.

2.1.15 Compliance with Member Handbook - Physician or Physician Group acknowledges that Physician is not authorized to make nor will Physician or Physician Group make any variances, alterations, or exceptions to the terms and conditions of the Member Handbook.

2.1.16 Promotional Materials - Physician or Physician Group will consent to be identified as a Physician or Physician Group in written materials published by PARTNERSHIP, including without limitation, marketing materials prepared and distributed by PARTNERSHIP and, display promotional materials provided by PARTNERSHIP within his/her office.

2.1.17 Compliance with PARTNERSHIP Policies and Procedures - Physician agrees to comply with all policies and procedures set forth in the PARTNERSHIP Provider Manual. The Provider Manual is available through PARTNERSHIP website at www.Partnershiphp.org.

PARTNERSHIP may modify the Provider Manual from time to time as allowed under this Agreement. In the event the provisions of the Provider Manual are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

2.1.18 Trainings – Physicians shall participate in and complete all necessary trainings regarding the Medi-Cal Program conducted by PARTNERSHIP in accordance with the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.2.5 (*Network Provider Training*), Members' rights as required under Exhibit A, Attachment III, Section 3.2 (Provider Relations), and Advanced Directives in accordance with 42 CFR sections 422.128 and 438.3(j) set forth in and Exhibit A, Attachment III, Provision 5.1.1, Subsection C.3) (*Members' Right to Advance Directives*), and any other requirements set forth in the Medi-Cal Agreements.

2.1.19 Cultural and Linguistic Services – Physician or Physician Group shall provide Covered Services to Members in a culturally, ethnically and linguistically appropriate manner. Physician or Physician Group shall recognize and integrate Members' practices and beliefs about disease causation and prevention into the provision of Covered Services.

2.1.19.1 Physician or Physician Group shall ensure that its cultural and Health Equity linguistic services programs align with PARTNERSHIP's Population Needs Assessment.

2.1.19.2 Physician or Physician Group agrees to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with Medi-Cal Agreement, Exhibit A, Attachment III, Provision 5.2.11, Subsection C (*Diversity, Equity and Inclusion Training*).

2.1.20 Language Assistance Program - Physician or Physician Group shall comply with Plan's language assistance program standards developed under California Health and Safety Code Section 1367.04 and Title 28 CCR Section 1300.67.04 and shall cooperate with PARTNERSHIP by providing any information necessary to assess compliance. PARTNERSHIP shall retain ongoing administrative and financial responsibility for implementing and operating the language assistance program. Physician or Physician Group has 24 (twenty-four) hours, 7 (seven) days a week access to telephonic interpretive services outlined in policies and procedures as set forth in PARTNERSHIP Provider Manual. Physician or Physician Group shall provide or arrange for interpreter services for Members at all service locations at both medical and non-medical points of contact, at no additional cost to PARTNERSHIP and at no cost to Members.

2.1.21 Physician or Physician Group's Locations and Services –Physician or Physician Group shall provide Covered Services to Members at the location(s) set forth in Attachment B. Physician or Physician Group agrees

to provide at least sixty (60) days notice to PARTNERSHIP prior to the opening of any new location and ninety (90) days prior to significantly changing capacity or services furnished by Physician or Physician Group or the closing of any location. Physician or Physician Group understands that any new site(s) not listed in the Agreement may be added upon notice to PARTNERSHIP of new site(s), verification of new site's Medi-Cal enrollment, and successful completion of PARTNERSHIP's credentialing requirements. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

(a) In the event the Physician or Physician Group begins providing Covered Services under another Tax Identification Number(s) and/or billing NPI that is not currently contracted with PARTNERSHIP, upon written agreement of the parties, that new Tax Identification Number(s) and /or billing NPI will become subject to the Agreement.

(b) In the event the Physician or Physician Group acquires or is acquired by, merges with or otherwise becomes affiliated with another Provider that is currently contracted with PARTNERSHIP, this Agreement, and the current agreement between PARTNERSHIP and the other Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

(c) Any assignment of this Agreement is subject to Section 10.1.

2.1.22 Member Emergency Preparedness Plan - For purposes of this Section, "Emergency" means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by public health crises, natural and man-made hazards, or disasters.

2.1.22.1 Physician or Physician Group shall annually submit evidence of adherence to CMS Emergency Preparedness Final Rule 81 FR 63859 to PARTNERSHIP.

2.1.22.2 Physician or Physician Group shall advise PARTNERSHIP as part of the Emergency Plan; and

2.1.22.3 Physician or Physician Group shall notify PARTNERSHIP within 24 hours of an Emergency if Physician or Physician Group closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency.

2.1.23

Electronic Visit Verification - If applicable, Physician or Physician Group shall comply with federal requirements for Electronic Visit Verification set forth in 42 USC section 1396b(l) and with state requirements for Electronic

Visit Verification set forth in W&I Code section 14043.51 and all applicable DHCS APLs. If applicable, Physician or Physician Group shall implement a state-approved Electronic Visit Verification solution, as required, for personal care services provided in a Member's home by January 1, 2022 and for home health care services provided in a Member's home by January 1, 2023.

2.2 PARTNERSHIP is responsible for:

2.2.1 Member Assignment - Assigning Medi-Cal Members a PCP and Primary Hospital.

a. The Medi-Cal Member can select from the PCPs contracting with PARTNERSHIP.
b. If the Medi-Cal Member does not select a PCP, PARTNERSHIP will assign Members to a PCP in a systematic manner as PARTNERSHIP deems appropriate.
c. The Medi-Cal Member will be assigned to a Primary Hospital for inpatient and outpatient hospital services and at which the Physician or Physician Group has medical staff privileges.

2.2.2 Payment for Authorized Service Only - PARTNERSHIP will reimburse Physician or Physician Group for Covered Services that are Medically Necessary, and if required, properly authorized by PARTNERSHIP Medical Director (or his/her designee) pursuant to Section 5. However, prior authorization requirements are not applied to Emergency Services, Family Planning services, preventive services, basic prenatal care, sexually transmitted disease services, Human Immunodeficiency Virus (HIV) testing, initial mental health and substance use disorder (SUD) assessments, and Minor Consent Services.

2.3 Member Eligibility - Physician or Physician Group will verify Medi-Cal Member eligibility with PARTNERSHIP prior to admission for inpatient services at Primary Hospital and prior to rendering medical services. Prior authorization from PARTNERSHIP is not a guarantee of Medi-Cal Member eligibility with PARTNERSHIP or eligibility in the Medi-Cal Program.

2.3.1 The notification will be provided via telephone, facsimile, mail or electronic media, listing all pertinent data regarding the eligibility of Medi-Cal Members who have chosen or have been assigned to Physician or Physician Group. Such data will be updated on or about the twenty-fifth (25^{th}) of the each month.

2.3.2 PARTNERSHIP will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

2.4 Lisiting - PARTNERSHIP will enter the name of each contracted Physician or Physician Group onto a list from which Medi-Cal Members may choose to receive

healthcare services. Such a list will contain the following information concerning the Physician or Physician Group.

a. Physician's or Physician Group's or site's name and any group affiliation, NPI number, address, telephone number, and, if applicable, web site URL for each service location;
b. For a medical group/foundation or IPAs, the medical group/foundation or IPA name, NPI number, address, telephone number, and, if applicable, web site URL shall appear for each Physician;
c. The hours and days when each service location is open;
d. The services and benefits available at each location, including accessibility symbols approved by DHCS and whether the office/facility (exam room(s), equipment, etc.) can accommodate Members with physical disabilities;
e. California license number and type of license, if applicable;
f. The area of specialty, including board certification, or other accreditation, if any;
g. Physician or Physician Group cultural and linguistic capabilities, including whether non-English languages and American Sign Language are offered either by Physician or Physician Group or a skilled medical interpreter at the Physician's or Physician Group's facility, and if Physician or Physician Group has completed cultural competence training;
h. The telephone number to call after normal business hours;
i. Identification of whether Physician or Physician Group is available to all or new Members; and
j. Any other information necessary for PARTNERSHIP to comply with 42 CFR 438.10(h) and Health and Safety Code 1367.27.

SECTION 3
SCOPE OF SERVICES TO BE PROVIDED

3.1 Management of Care - The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred or rendered by Physician or Physician Group. With the exception of Excluded Services described in Section 4.1 of this Agreement, it is the responsibility of the Physician or Physician Group with the assistance of appropriate Specialists to determine, to provide, to prescribe, and to manage Covered Services for Medi-Cal Members in accordance with sound professional principles and Medical Necessity.

3.1.1 Except as otherwise provided herein, it will be the responsibility of the Physician or Physician Group to render or provide referral for Covered Services, for each Medi-Cal Member, which has been determined to be Medically Necessary and appropriate for the control of disease, illness, or disability.

3.1.2 Physician or Physician Group will obtain referral and prior authorization when required before rendering medical services to Member. A Treatment Authorization Request approved by PARTNERSHIP's Medical Director shall be obtained for Covered Services per PARTNERSHIP's policies and procedures and as outlined in PARTNERSHIP's Provider Manual. All services and goods required or provided hereunder will be consistent with sound professional principles, community standards of care, and medical necessity.

3.2 Consultation with Medical Director - Physician or Physician Group may at any time seek consultation with Medical Director on any matter concerning the treatment of the Member.

3.3 Covered Services – Physician or Physician Group will provide services covered under the Medi-Cal Program when they are necessary and appropriate for the care of that Member and are a PARTNERSHIP contracted service. Covered Services include but are not limited to:

3.3.1 Initial Health Assessments Within 120 Days – Ensure that all Members assigned to PCP are scheduled for an initial health assessment within 120 days after enrollment for Members over the age of 21 years and as soon as possible for Members under the age of 21 years, unless PCP determines that their medical records are adequate and sufficiently current to allow for an assessment of the Member's health status without such an assessment. At a minimum, an initial health assessment will include a medical history, physical and mental status examination, weight and height data, and blood pressure. The assessment will also include those preventive health screens and tests set forth in PARTNERSHIP's Provider Manual, a discussion of appropriate preventive measures, and the provision for future follow-up appointments as indicated.

3.3.2 Referrals – Be responsible for supervising, coordinating, and providing primary medical care to Members; initiating referrals for specialist care; for maintaining the continuity of patient care; education of Members regarding appropriate health prevention measures; and the appropriate maintenance of medical records. All referrals to specialists are to be to Referral Physicians and to other professional or institutional providers who have an agreement with PARTNERSHIP whenever possible. Nothing herein will be construed to impose liability on PCP for the clinical performance of any other physician, any hospital, or any other health care provider rendering health care services to the Members without the knowledge of the PCP.

3.4 Preventive Health Care – Provide Members regular preventive health examinations and procedures, including but not limited to routine physical examinations, immunizations, and health screenings, in accordance with Child Health and Disability Prevention guidelines and with PARTNERSHIP Preventive Healthcare guidelines in the Provider Manual. PCP will ensure that a CHDP appointment is made for the Member to be examined within four weeks of request.

3.4.1 Ensure that member-specific immunization information is periodically reported to an immunization registry(ies) established in Physician or Physician Group's service area(s) as part of the Statewide Immunization Information System and in compliance with APL 18-004, or subsequent regulatory requirement issued by DHCS.

3.4.2 Upon adequate diagnostic evidence that a Medi-Cal Member under 21 years of age may have a CCS-eligible condition, Physician or Physician Group shall refer the Member to the local CCS office for determination of eligibility.

3.5 Facilities, Equipment and Personnel – Provide and maintain sufficient facilities, equipment, personnel, and administrative services to perform the duties and responsibilities as set forth in this Agreement. All such facilities and equipment shall, to the extent required, be licensed or registered in accordance with Applicable Requirements. The operating personnel for such equipment shall be licensed or certified as required by Applicable Requirements.

3.6 Mental Health Parity - Physician or Physician Group agrees to comply with all applicable mental health parity requirements set forth in 42 CFR section 438.900 et seq.

3.7 Health Education – Offer Members appropriate health education, including but not limited to, nutrition counseling, Family Planning and counseling, and accident prevention counseling.

3.8 Medical Transportation - Medical Transportation when Medically Necessary and in accordance with Title 22, CCR, Section 51323 and PARTNERSHIP's Provider Manual and policies and procedures.

3.9 Other Medically Necessary Services - Other necessary durable medical equipment rental, and medical supplies or other services (i.e. Substance Use Treatment services) determined by Physician to be Medically Necessary for the purpose of diagnosis, management or treatment of diagnosed health impairment, or rehabilitation of the Medi-Cal Member. All services and goods required or provided hereunder will be consistent with sound professional principles, community standards of care, and medical necessity.

3.10 Interpreter Services and Auxiliary Aids – Arrange interpreter services, and Auxiliary Aids such as Telephone Typewriters (TTY)/Telecommunication devices for the Deaf (TDD) and American Sign Language, as necessary for Members at all facilities. As a means to fufill this requirement, Physician or Physician Group will access PARTNERSHIP's Interpretive Services, as appropriate.

3.10 Medical Necessity - Nothing expressed or implied herein shall require the Physician or Physician Group to provide to or order on behalf of the Medi-Cal Member, Covered Services which, in the professional opinion of the Physician or Physician Group, are not Medically Necessary for the treatment of the Medi-Cal Member's disease or disability.

3.11 Prescription Drugs – PROVIDER will coordinate with DHCS contractor administering the Medi-Cal Rx program and work directly with the Medi-Cal Rx program to resolve issues with the Member's pharmacy prescription benefits for pharmacy services. PROVIDER shall follow associated drug utilization or disease management guidelines and protocols and, if required, submit a TAR with supporting documentation for any Physician Administered Drugs requiring prior authorization.

3.12 Non-Discrimination

3.12.1 Medi-Cal Members - Physician or Physician Group will provide services to Medi-Cal Members in the same manner as such services are provided to other patients of Physician, except as limited or required by other provisions of this Agreement or by other limitations inherent in the operational considerations of the Medi-Cal Program. Subject to the foregoing, Physician or Physician Group will not subject Members to discrimination on the basis of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, ethnic group identification, age, sex, gender, gender identity, political affiliation, health status, or physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code section 422.56, or status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, in accordance with Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto, and all other laws regarding privacy and confidentiality, rules and regulations promulgated pursuant thereto, or as otherwise provided by law or regulations. Discrimination will include but is not limited to: denying any Member any Covered Service or availability of a facility; providing to a Member any Covered Service which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Covered Services, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Services; the assignment of times or places for the provision of services on the basis of

sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

3.12.1.1 For the purpose of this Section, physical handicap includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X-linked hemophilia.

3.12.2 General Compliance – Pursuant to the requirements of the Medi-Cal Agreement, the Physician or Physician Group will not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, ancestry, marital status, sexual orientation, sexual preference, national origin, age (over 40), sex, gender, gender identity, political affiliation, health status, or physical or mental disability, medical condition (including cancer), pregnancy, childbirth or related medical conditions, veteran's status, income, source of payment, status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP, and denial of family care leave. Physician or Physician Group will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. Physician or Physician Group will ensure the evaluation and treatment of Physician or Physician Group's employees and applicants for employment are free from discrimination and harassment. Physician or Physician Group will comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et.seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in CCR, Title 2, Division 4, Chapter 5 are incorporated into this Agreement by reference and made a part hereof as set forth in full. Physician or Physician Group will give notice of his

obligations under this Section to labor organizations with which Physician or Physician Group has a collective bargaining or other agreement.

3.12.2.1 Physician or Physician Group shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 USC Section 4212). Such notices shall state Physician or Physician Group's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

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

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

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

3.12.2.5 Physician or Physician Group will comply with and furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

3.12.2.7 Physician or Physician Group will include the provisions of this Section 3.13 in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 USC 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor. Physician or Physician Group will take such action with respect to any subcontract as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event Physician or Physician Group becomes involved in, or is threatened with litigation by a subcontractor as a result of such direction by DHCS, Physician or Physician Group may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3.14 Quality Improvement and Utilization Management Programs

Physician or Physician Group will participate in and cooperate with PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, including but not limited to activities to improve the quality of care and services and member experience, credentialing and re-credentialing, peer review and any other activities required by PARTNERSHIP, the Governmental Agencies and any other regulatory and accrediting agencies, and will comply with the policies and procedures associated with these Programs. This includes participation in office reviews, chart and access audits and focused reviews. In addition, the Physician or Physician Group will participate in the development of corrective action plans for any areas that fall below PARTNERSHIP standards and ensuring medical records are readily available to PARTNERSHIP staff as requested. Physician or Physician Group will cooperate with collection and evaluation of data for quality performance and agrees that PARTNERSHIP may use performance data for quality improvement activities. Physician or Physician Group shall comply with all final determinations rendered by PARTNERSHIP's QIHEC.

a. Physician or Physician Group recognizes the possibility that PARTNERSHIP through utilization management and quality assurance processes may be required to take action requiring consultation with its Medical Director or with other physicians prior to authorization of services or supplies or to terminate this Agreement.

b. In the interest of program integrity or the welfare of Medi-Cal Members, PARTNERSHIP may introduce additional utilization controls or quality improvement programs as may be necessary.

c. If PARTNERSHIP delegates Quality Improvement Activities, Physician or Physician Group and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Agreement.

SECTION 4
EXCLUSIONS FROM AND LIMITATIONS OF COVERED SERVICES

4.1 Exclusions - Members in need of services, which are not Covered Services, as described in Division 3, Subdivision 1, Chapter 3, Article 4, Title 22, California Code of Regulations, will not be reimbursed by PARTNERSHIP. The Physician or Physician Group will not bill and expect reimbursement by PARTNERSHIP for the following excluded services provided to Medi-Cal Members described below.

4.2 Services Neither Covered nor Compensated - Physician or Physician Group understands that Physician or Physician Group will not be obligated to provide Medi-Cal Members with, and PARTNERSHIP will not be obligated to reimburse Physician or Physician Group for, the following Excluded Services pursuant to this Agreement (services for which PARTNERSHIP does not receive capitation

payment from the DHCS.)

(a) Dental Services except those Covered Services specified in Exhibit A, Attachment III, Provision 4.3.18 (*Dental*) in the Medi-Cal Agreement;

(b) Home and Community Based Services (HCBS) waiver program services.

(c) CCS services.

(d) Specialty Mental Health Services as specified in Exhibit A, Attachment III, Provision 4.3.13 (*Mental Health Services*) in the Medi-Cal Agreement;

(e) Alcohol and Substance Use Disorder treatment services, outpatient heroin and other opioid detoxification, with the except of medications for addiction treatment as specified in Exhibit A, Attachment III, Provision 4.3.14 (*Alcohol and SUD Treatment Services*) in the Medi-Cal Agreement;

(f) Laboratory services provided under the State serum alphafeto protein testing program administered by the Genetic Disease Branch of the DHCS;

(g) Fabrication of optical lenses except as specified in Exhibit A, Attachment III, Provision 5.3.7 (*Services for All Members*) in the Medi-Cal Agreement;

(h) Targeted Case Management Services as specified in Title 22 CCR Sections 51185 and 51351;

(i) Direct Observed Therapy for tuberculosis;

(j) Prayer or spiritual healing as specified in 22 CCR Section 51312;

(k) Educationally Necessary Behavioral Health Services that are covered by a Local Education Agency and provided pursuant to a Member's Individualized Education Plan (IEP) as set forth in Education Code Section 56340. However, PARTNERSHIP is still responsible for all Medically Necessary Behavioral Health Services as specified in Exhibit A, Attachment III, Provision 4.3.17 (*School-Based Services*) in the Medi-Cal Agreement;

(l) Pediatric Day Health Care;

(m) State Supported Services;

(n) Childhood lead poisoning case management services provided by the local health department;

(o) Non-medical services provided by to individuals with developmental disabilities, including but not limited to respite, out-of-home placement, and supportive living;

(p) End of life services as stated in Health and Safety Code Section 443 et seq. and APL 16-006; and

(q) Prescribed and covered outpatient drugs, medical supplies and enteral nutritional produces when appropriately billed by a pharmacy on a pharmacy claim, in accordance with APL 20-020.

(r) Other services as may be determined by the DHCS and PARTNERSHIP, and as noticed to participating Physician or Physician Group. In the event

of such a change, a thirty (30) day notice will be given to Physician or Physician Group.

4.3 Restricted Services / Special Reimbursement

4.3.1 Physician or Physician Group will ensure that services provided Medi-Cal Members will be in conformance with the limitations and procedures listed in PARTNERSHIP's Provider Manual unless Physician or Physician Group is notified of modification to that policy by DHCS or PARTNERSHIP.

a. Prior authorization for restricted and/or limited services will be provided only through the Medical Director of PARTNERSHIP or his/her designee.
b. The Medi-Cal Manual specifies certain restrictions and limitations with respect to abortion and sterilization. These services shall be subject to the limitations specified therein.

4.3.2 PCP referral and/or PARTNERSHIP authorization are not required for reimbursement by PARTNERSHIP to Physician or Physician Group for the following services:

a. The provision and reimbursement of limited services will be in conformance with the policies and procedures of the Medi-Cal Fee-For-Service Program.
b. Family Planning Services are excluded from Primary Care capitated services and may be obtained by patient self-referral in accordance with 42 CFR Section 441.20 by Physician or Physician Group. Family Planning services include birth control supplies, pregnancy testing and counseling, HIV testing and counseling, STD treatment and counseling, follow-up care for complications related to contraceptive methods, sterilization, and termination of pregnancy.

4.3.3 PCP referral is not required for beneficiaries designated as Direct Members.

4.3.4 Genetically Handicapped Persons Program (GHPP) services must be authorized by the GHPP program.

SECTION 5
REIMBURSEMENT, ACCOUNTS, REPORTING AND RECOVERIES FOR SERVICES

5.1 Payments - The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Physician or Physician Group from PARTNERSHIP.

5.2 This is deliberately left blank.

5.3 Claim Submission – Physician or Physician Group will complete and submit timely

and accurate CMS-1500 claim forms or universal claim via electronic transfer claims, or on exception, via hard copy, encounter data and reports according to all regulatory requirements for all Covered Services rendered to Medi-Cal Members including capitated services as described in PARTNERSHIP's Provider Manual.

5.4 Physician or Physican Group will be reimbursed for medical services provided to Medi-Cal Members for those services which have been referred by the Member's PCP, services which have prior authorization from PARTNERSHIP, or services provided to Members, in accordance with PARTNERSHIP's Fee Schedule and upon submission of a complete CMS-1500 claim form along with evidence of prior authorization (if required in accordance with PARTNERSHIP policies and procedures) or submission of complete data through electronic transfer, as described in Section 5.3 of this Agreement. Reimbursement will be made within forty-five (45) Working Days of receipt by PARTNERSHIP of a Clean Claim.

All claims for reimbursement of Covered Services must be submitted to PARTNERSHIP as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of services. Claims received on the 366th day form the date of service will be denied. PARTNERSHIP will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit. For claims or Capitated Covered Services, the CMS-1500 forms or the submission by electronic transfer will be made by Physician or Physician Group the 15th day of the month following the month of service during the term of this Agreement.

5.4.2 A summary report will accompany each check identifying Medi-Cal Members who are eligible to receive of Covered Services, Physician or Physician Group, and the appropriate amount of reimbursed dispersed per Medi-Cal Member.

5.4.3 All Medi-Cal Members will become eligible for Covered Services on the first day of the month for which PARTNERSHIP receives capitation based on the most current enrollment information from the DHCS.

5.5 Effect of Suspension or Exclusion - Physician or Physician Group shall not be eligible for compensation from PARTNERSHIP for services rendered after Physician or Physician Group has been suspended or excluded from the Medi-Cal Program. Physician or Physician Group may not seek any payment from Members for services rendered during the time of the exclusion or suspension from the Medi-Cal Program. In the event Physician's or Physician Group's payment suspension is lifted, PARTNERSHIP will compensate Physician or Physician Group for services rendered during the suspension at that time.

5.6 Entire Payment - The Physician or Physician Group will accept from PARTNERSHIP compensation as payment in full and discharge of PARTNERSHIP's financial liability. Covered Services provided to Medi-Cal Members by Physician or Physician Group will be reimbursed as listed hereunder in those amounts set forth in this Agreement and in accordance with PARTNERSHIP's Provider Manual policies and procedures. Physician or Physician Group will look only to PARTNERSHIP for such compensation. PARTNERSHIP has the sole authority to determine reimbursement policies and

methodology of reimbursement under this Agreement, which includes retroactive or prospective reduction of reimbursement rates if rates from the State to PARTNERSHIP are reduced by DHCS. Payment will be made in one or more or a combination of the following methodologies.

5.6.1 Rate Adjustment - In the event DHCS increases the published Medi-Cal base rate by more than five percent (5%), PARTNERSHIP has the right to adjust its rates based on Medi-Cal rates as set forth in this Agreement. Physician or Physician Group agrees that PARTNERSHIP may reduce its rates according to the actuarial equivalent of the increased base rates. PARTNERSHIP shall provide Physician or Physician Group with written notice of the new rates and the parties shall meet and confer in good faith to reach agreement on such new rates.

5.6.2 Fee-For-Service Payment (FFS) - PARTNERSHIP will reimburse the Physician or Physician Group for the professional component of services provided at the prevailing Medi-Cal fee-for-service rates or as set forth in Attachment C of the Agreement for all properly documented Medi-Cal Covered Services provided to:

a. Medi-Cal Members for Covered Services, which have been properly authorized in accordance with PARTNERSHIP's Provider Manual.
b. Members affiliated with the PCPs and when the service is not a capitated service as listed in Attachment D.
c. Medi-Cal Members for prior authorized Covered Services not listed in Attachment D in accordance with PARTNERSHIP's ProviderManual.
d. CCS Members.
e. CHDP Services – Physician or Physician Group will be compensated by PARTNERSHIP for CHDP services as set forth in this Agreement for certain CHDP services when billed using on a CMS-1500 claim form with industry standard Current Procedure Terminology (CPT-4) procedure codes.
f. Payment for Services Provided to Direct Members–For Direct Members the Physician will be reimbursed the prevailing Medi-Cal fee-for-service rates and/or as set forth in rate in this Agreement.

5.6.3. The Primary Care Provider Quality Improvement Program (PCP QIP) - At the beginning of each calendar year, Physician's or Physician Group's Primary Care Sites are eligible to participate in the Primary Care Provider Quality Improvement Program (PCP QIP) which is designed to encourage and improve quality care. Physician or Physician Group must be contracted with PARTNERSHIP within the first three (3) months of the measurement (calendar) year to be eligible for participation. Eligible providers must be in good standing with PARTNERSHIP continuously from the beginning of each calendar year to the month payment for the prior measurement year is distributed.
PARTNERSHIP's PCP QIP shall include measures prioritizing improvements in the following areas: prevention and screening, chronic disease management, appropriate use of resources, primary care access and operations, and patient experience.
PARTNERSHIP will distribute the PCP QIP measures at least sixty (60) days prior to the beginning of each calendar year.

a. Quality Improvement Program Budgeting and Funding. PARTNERSHIP will determine the maximum per member per month (PMPM) amount to be paid for the PCP QIP during the normal annual Plan budgeting process. The payment methodology is indicated in the PCP QIP specifications, but is subject to adjustment, as noted in the specifications.

b. Reporting by PARTNERSHIP. PARTNERSHIP shall provide Physician or Physician Group access to estimated site level performance on the PCP QIP measures through the Partnership Quality Dashboard.

c. Distribution. Approximately five (5) months following the end of each calendar year, PARTNERSHIP will calculate final scores after corresponding measure data for the measurement year is finalized. Payments are calculated and distributed with a final report containing each measure and earned points for each primary care location.
In addition, the "Unit of Service" measures are also eligible for incentive payments, as detailed in the PCP QIP specifications.

d. Termination during Calendar Year. In the event Physician or Physician Group terminates this Agreement during the calendar year, Physician's or Physician Group's participation in the Quality Improvement Program is forfeited.

5.7 Medi-Cal Member Hold-Harmless – Physician or Physician Group agrees to hold harmless both the State and Members in the event PARTNERSHIP cannot or will not pay for services ordered, referred, rendered or performed by Physician or Physician Group pursuant to this Agreement.

5.7.1 Physician or Physician Group agrees not to balance bill any Medi-Cal Member.

5.7.2 Physician or Physician Group agrees not to bill Members for Covered Services.

5.8 Coordination of Benefits – Prior to delivery Covered Services to Members, Physician or Physician Group shall review the Medi-Cal eligibility record for the presence of other health coverage ("OHC"). If the requested service is covered by OHC, Physician or Physician Group must instruct the Member to seek the service from the OHC carrier. Regardless of the presence of OHC, Physician or Physician Group shall not refuse to render Covered Services to a Member. Physician or Physician Group must report new OHC information not found on the Medi-Cal eligibility record or OHC information that is different from what is on the eligibility record to PARTNERSHIP within ten (10) calendar days of discovery.

5.8.1 Medi-Cal is the payor of last resort recognizing OHC as primary carrier. Physician or Physician Group must bill the primary carrier before billing PARTNERSHIP for reimbursement of Covered Services and, with the exception of authorized share of cost payments, will at no time seek compensation from Medi-Cal Members. The Physician or Physician Group may bill the Member for non-covered services upon Member's written consent for such non-covered services.

Physician or Physician Group has the right to collect all sums as a result of Coordination of Benefits efforts for Covered Services provided to Medi-Cal Members with Other Health Coverage.

5.8.2 The determination of liability will be in accordance with the usual procedures employed by the appropriate Governmental Agencies and Applicable Requirements, the Medi-Cal Manual, and PARTNERSHIP's Provider Manual.

5.8.3 The authority and responsibility for Coordination of Benefits will be carried out in accordance Title 22, CCR, Section 51005, and the Medi-Cal Agreement with PARTNERSHIP.

5.8.4 Physician or Physician Group will report to PARTNERSHIP the discovery of third party insurance coverage for a Medi-Cal Member within ten (10) days of discovery.

5.8.5 Physician or Physician Group will recover directly from Medicare for reimbursement of medical services rendered. Medicare recoveries are retained by Physician or Physician Group, but will be reported to PARTNERSHIP on the CMS-1500 encounter claim form or electronic transfer tape.

5.9 Third Party Liability - In the event that Physician or Physician Gorup provides services to Medi-Cal Members for injuries or other conditions resulting from the acts of third parties, the State of California will have the right to recover from any settlement, award or recovery from any responsible third party the value of all Covered Services which have been rendered by Physician or Physician Group pursuant to the terms of this Agreement. Physician or Physician's Group will report to PARTNERSHIP the discovery of third party tort action for a Medi-Cal Member within ten (10) business days of discovery.

5.9.1 Physician or Physician Group will cooperate with the DHCS and PARTNERSHIP in their efforts to obtain information and collect sums due to the State of California as result of third party liability tort, including Workers' Compensation claims for Covered Services.

5.10 Subcontracts

5.10.1 All subcontracts between Physician or Physician Group and Physician or Physician Group's subcontractors will be in writing, and will be entered into in accordance with the requirements of Exhibit A, Attachment III, Provisions 3.1.1 and 3.1.6 set forth in the Medi-Cal Agreement, and all Applicable Requirements, including but not limited to, Health and Safety Code Section 1340 et seq.; Title 10 CCR Section 1300 et seq.; W&I Code Section 14200 et seq.; Title 22 CCR Section 53000 et seq.

5.10.2 As applicable, Physician or Physician Group shall ensure that all subcontractors will be credentialed and recredentialed in accordance with

PARTNERSHIP's policies and procedures, including checking for subcontractor's status with the Medi-Cal and Medicare programs to ensure subcontractor is not excluded or suspended from such programs.

5.10.3 All subcontracts and their amendments will become effective only upon written approval by PARTNERSHIP and Governmental Agencies, as required, and will fully disclose the method and amount of compensation or other consideration to be received by the subcontractor from Physician. Physician or Physician Group will notify Governmental Agencies, as required, and PARTNERSHIP when any subcontract is amended or terminates. Physician or Physician Group will maintain and make available to PARTNERSHIP and Governmental Agencies, upon request, copies of all subcontracts related to ordering, referring, rendering, or providing Covered Services between Physician or Physician Group and subcontractor(s).

5.10.4 All agreements between Physician or Physician Group and any subcontractor will require subcontractor to comply with the following:

a. Records and Records Inspection - Subcontractor agrees that it will maintain and make available to DHCS, upon request, copies of all subcontracts and to ensure that all subcontracts are in writing and require that the subcontractor: (i) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, evaluation, examination, or copying, including but not limited to Access Requirements and State's Right to Monitor, as set forth in Medi-Cal Agreement, Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilites)* as follows by PARTNERSHIP, DHCS, CMS, or the DHHS Inspector General, the Comptroller General, DOJ, Bureau of Medi-Cal Fraud, DHCS's EQRO contractor, and DMHC, or their designees; (ii) Retain all records and documents for a minimum of ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later.

b. Surcharges – Subcontractor will not collect a Surcharge for Covered Services from a Medi-Cal Member or other person acting on their behalf. If a Surcharge erroneously occurs, subcontractor will refund the amount of such Surcharge to the Medi-Cal Member within fifteen (15) days of the occurrence and will notify PARTNERSHIP of the action taken. Upon notice of any Surcharge, PARTNERSHIP will take appropriate action consistent with the terms of this Agreement to eliminate such Surcharge, including, without limitation, repaying the Medi-Cal Member and deducting the amount of the Surcharge and the expense incurred by PARTNERSHIP in correcting the payment from the next payment due to Physician or Physician Group.

c. Notification - Notify DHCS and PARTNERSHIP in the event the agreement with subcontractor is amended or terminated. Notice will be given in the manner specified in Section 10.4 Notices.

d. Assignment - Agree that assignment or delegation of the subcontract will be void unless prior written approval is obtained from DHCS and PARTNERSHIP.

e. Transfer of Care - Physician or Physician Group agrees to assist PARTNERSHIP in the transfer of care in the event of a subcontract termination for any reason.

5.10.5 Additional Requirements - Be bound by the provisions of Section 3.13, Non-Discrimination; Section 9.7, Survival of Obligations After Termination; Section 7.5, Physician Indemnification and Hold Harmless; and any other provisions of this Agreement that are applicable to subcontractors.

5.11 Overpayments or Recoupment - Physician or Physician Group shall report to PARTNERSHIP when Physician or Physician Group has received an overpayment. Parties agree that there shall be a limit on recoupment of all overpayments by PARTNERSHIP and underpayments or denials to Physician or Physician Group of twelve (12) months from the date payment or denial was made to Physician or Physciain Group. Further, the parties agree that no time limit will apply to any overpayment caused by Fraud, Waste, Abuseor misrepresentation on the part of Physician or Physician Group. Pursuant to 42 CFR § 438.608(d), PARTNERSHIP is required to annually report Physician or Physician Group overpayments to DHCS. Overpayment is any payment made to Physician or Physician Group by PARTNERSHIP to which Physician or Physician Group is not entitiled under Title XIX of the Social Security Act.

5.11.1 If Physician or Physician Group identifies the overpayment, Physician or Physician Group will return the overpayment to PARTNERSHIP within sixty (60) calendar days of the date on which the overpayment was identified, and notify PARTNERSHIP in writing of the reason for overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of Overpayment Recoveries*) of the Medi-Cal Agreement and 42 CFR 438.608(d)(2).

5.11.2 If PARTNERSHIP identifies the overpayment, Physician or Physician Group will reimburse PARTNERSHIP within thirty (30) Working Days of receipt of a timely written or electronic notice from PARTNERSHIP of an overpayment, unless Physician or Physician Group contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment.

5.11.3 If payment of uncontested recoupment is not received by PARTNERSHIP within the timeframes listed above, PARTNERSHIP

reserves the right to recoupment or offset from current or future amounts due from PARTNERSHIP to Physician or Physician Group.

5.11.4 This right to recoupment or offset shall extend to any amounts due from Physician or Physician Group to PARTNERSHIP including, but not limited to, amounts due because of:

(i) Payments made under this Agreement that subsequently determined to have been paid at a rate that exceeds the payment required under this Agreement.
(ii) Payments made for services provided to a Member that is subsequently determined to have not been eligible on the date of service.
(iii) Unpaid Conlan reimbursement owed by Physician or Physician Group to Member. Refers to *Conlan v. Shewry, 2006.*

SECTION 6
MEDICAL RECORDS

6.1 Medical Record – Physician or Physician Group shall ensure that a medical record will be established and maintained for each Medi-Cal Member who has received Covered Services. Each Medi-Cal Member's medical record will be established upon the first visit to Physician or Physician Group. The record will contain information normally included in accordance with generally accepted practices and standards prevailing in the professional community.

6.1.1 Physician or Physician Group will facilitate the sharing of medical information with other providers in cases of referrals, subject to all applicable laws and professional standards regarding the confidentiality of medical records.

6.1.2 Physician or Physician Group will ensure records are available to authorized PARTNERSHIP personnel in order for PARTNERSHIP to conduct its Quality Improvement and Utilization Management Programs to the extent permitted by law.

6.1.3 Physician or Physician Group will ensure that medical records are legible.

6.1.4 If Physician or Physician Group supplies Sensitive Services, including Family Planning Services, Physician or Physician Group shall comply with State confidentiality laws, regulations and other requirements as well as PARTNERSHIP's Provider Manual relating to Members' Sensitive Services information and records. Information and records pertaining to Sensitive Services shall not be released by Physician or Physician Group to any third party without the consent of the Member, unless otherwise allowed by law. Notwithstanding the foregoing, PCP shall provide Sensitive Services information to PARTNERSHIP, or authorized

representative of the State or federal government to maintain consistency of the Member's Medical Record, to the extent required by law.

6.2 Records and Records Inspection Rights

6.2.1 Access to Records – Physician or Physician Group agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the Covered Services ordered, referred, or rendered under the terms of this Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor as set forth in the Medi-Cal Agreement in Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilities)* as follows:

a. Inspection and Audit Rights: (i) By PARTNERSHIP, DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Bureau of Medi-Cal Fraud, DMHC, Governmental Agencies, or their designees, including DHCS' EQRO; (ii) At all reasonable times at Physician or Physician Group's place of business or at such other mutually agreeable location in California; (iii) In a form maintained in accordance with the general standards applicable to such book or record keeping; (iv) For a term of at least ten (10) years from final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later; (v) Including all Encounter Data in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later; (vi) If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Physician or Physician Group at any time; and (vii) Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Physician or Physician Group from participation in the Medi-Cal program; seek recovery of payments made to Physician or Physician Group; impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud.

b. PARTNERSHIP will pay for the cost of copying records, $0.10 per page, not to exceed $20.00 per record.

c. Physician or Physician Group shall permit PARTNERSHIP, Governmental Agencies and any other regulatory and accrediting agencies, with or without notice, during normal business hours, to interview employees, to inspect, audit, monitor, evaluate and review Physician or Physician Group's work performed or being performed hereunder, Physician or Physician Group's locations(s) (including

security areas), information systems, software and documentation and to inspect, evaluate, audit and copy records and any other books, accounts and materials relevant to the provisions of services under this Agreement.

d. Physician or Physician Group shall provide reasonable cooperation and assistance to Governmental Agency auditing representatives.

6.2.2 Maintenance of Records – Physician or Physician Group will maintain records within the State, unless otherwise approved by PARTNERSHIP and required Governmental Agency in advance, in accordance with the general standards applicable to such book and record keeping and in accordance with applicable law, and PARTNERSHIP.

a. Records will include all books, charts, documents, papers, management information systems, procedures, encounter data, working papers, reports submitted to PARTNERSHIP, financial and administrative records, all medical records, medical charts, laboratory results, prescription files, subcontracts, authorizations, and other documentation pertaining to medical and non-medical services rendered to Medi-Cal Members, to the cost thereof, and to the manner and amount of payments, including payments received from Members or others on their behalf. Records include notes, documents, reports and other information related to provider disputes and determinations. Records also include all Medi-Cal 35-file paid claims data and any other records that are customarily maintained by Physician or Physician Group for purposes of verifying claims information and reviewing appropriate utilization of Covered Services, including but not limited to the quantity and quality of Covered Services.

b. Physician or Physician Group will retain all records for a period of at least ten (10) years from the final date of the Medi-Cal Agreement period or from the date of completion of any audit, whichever is later.

c. If there is any litigation, claim, negotiation, audit, review, examination, evaluation, or other action pending at the end of such period, then Physician or Physician Group shall retain said records until such action is completed.

d. Physician or Physician Group's obligations set forth in this Section will survive the termination of this Agreement, whether by rescission or otherwise.

e. Physician or Physician Group will not charge the Medi-Cal Member for the copying and forwarding of their medical records to another provider.

6.3 Disclosure to Government Officials – Physician or Physician Group shall comply

with all provisions of law regarding access to books, documents and records. Without limiting the foregoing, Physician or Physician Group shall maintain, provide access to, and provide copies of records, this Agreement and other information to the Director of DMHC, DHCS, External Quality Review Organizations, the State Bureau of Medi-Cal Fraud, the State Managed Risk Medical Insurance Board, the Bureau of State Audits, the State Auditor, the Joint Legislative Audit Committee, the California Department of General Services, the California Department of Industrial Relations, certified Health Plan Employer Data Information Set ("HEDIS") auditors from the National Committee on Quality Assurance, the California Cooperative Healthcare Reporting Initiative, the U.S. Department of Justice, the Secretary of the U.S. Department of Health and Human Services, the U.S. Comptroller General, the Centers for Medicare and Medicaid Services, Peer Review Organizations, their designees, representatives, auditors, vendors, consultants, subcontractors, and specialists and such other officials entitled by law or under the Medi-Cal Agreements (collectively, "Government Officials") as may be necessary for compliance by PARTNERSHIP with the provisions of all state and federal laws and contractual requirements governing PARTNERSHIP, including, but not limited to, the Social Security Act and the regulations promulgated thereunder, Knox-Keene Health Care Services Plan Act of 1975 and the regulations promulgated thereunder, and the requirements of Medicare and Medi-Cal programs. Such information shall be available for inspection, examination and copying at all reasonable times at Physician or Physician Group's place of business or at some other mutually agreeable location in California. Copies of such information shall be provided to Government Officials promptly upon request. The disclosure requirement includes, but is not limited to, the provision of information upon request by DHCS, subject to any lawful privileges, relating to threatened or pending litigation by or against DHCS. Physician or Physician Group shall use all reasonable efforts to immediately notify DHCS of any subpoenas, document production requests, or requests for records received by Physician or Physician Group related to this Agreement.

6.4 Records Related to Recovery for Litigation. Upon request by PARTNERSHIP, Physician or Physician Group shall timely gather, preserve and provide to PARTNERSHIP, in the form and manner specified by PARTNERSHIP or any Governmental Agency, any information specified by PARTNERSHIP, subject to any lawful privileges, in Physician or Physican Group's possession, relating to threatened or pending litigation by or against PARTNERSHIP or DHCS. If Physician or Physician Group asserts that any requested documents are covered by a privilege, Physician or Physician Group shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against PARTNERSHIP or DHCS. PARTNERSHIP acknowledges that time may be of the essence in responding to such request. Physician or Physican Group shall use all reasonable efforts to immediately notify PARTNERSHIP of any subpoenas, document production requests, or requests for records, received by Physician or Physician Group related to this Agreement.

6.5 Patient Confidentiality

a. Notwithstanding any other provision of the Agreement, names of persons receiving public social services are confidential information and are to be protected from unauthorized disclosure in accordance with Applicable Requirements, including, but not limited to, Title 42, CFR, Section 431.300 et. seq., W&I Code Section 14100.2, and regulations adopted thereunder.

b. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of the Agreement and pertaining to Members will be protected by Physician or Physician Group and his/her staff.

c. Physician or Physician Group may release medical records in accordance with Applicable Requirements pertaining to the release of this type of information.

d. With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Physician or Physician Group, Physician or Physician Group: (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement, (2) will promptly transmit to PARTNERSHIP all requests for disclosure of such information, except medical records in accordance with Applicable Requirements, (3) will not disclose except as otherwise specifically permitted by the Medi-Cal Agreement, any such information to any party other than DHCS without DHCS's prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, (4) will, at the expiration or termination of the Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures sent PARTNERSHIP by DHCS for this purpose. Physician or Physician Group shall provide a signed Declaration of Confidentiality in the format set forth in the Provider Manual, prior to the Effective Date of this Agreement.

e. Physician or Physician Group and any subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, private information, and any other confidential information to any unauthorized persons or entities.

f. With respect to Minor Consent Services, Physician or Physician Group are prohibited from disclosing any information relating to such services without the express consent of the minor Member.

g. Notwithstanding any other provision of the Agreement, Physician or Physician Group will comply with all confidentiality requirements relating to the receipt of Sensitive Services, including, but not limited, those set forth in the California Confidentiality of Medical Information Act.

SECTION 7
INSURANCE AND INDEMNIFICATION

7.1 Insurance - Throughout the term of this Agreement and any extension thereto, Physician or Physician Group will maintain appropriate insurance programs or policies as follows:

7.1.1 Each participating Physician or Physician Group covered by this Agreement will secure and maintain, at its sole expense, liability insurance of at least One Million Dollars ($1,000,000) per person per occurrence, and Three Million Dollars ($3,000,000) in aggregate, including "tail coverage" in the same amount whenever claims made malpractice coverage is involved. Notification of PARTNERSHIP by Physician or Physician Group of cancellation or material modification of the insurance coverage or the risk protection program will be made to PARTNERSHIP at least thirty (30) days prior to any cancellation. Documents evidencing professional liability insurance or other risk protection required under this Subsection will be provided to PARTNERSHIP upon execution of this Agreement.

7.2 General Liability Insurance - In addition to Subsection 7.1 above, Physician or Physician Group will also maintain, at its sole expense, a policy or program of comprehensive liability insurance (or other risk protection) with minimum coverage including and no less than Three Hundred Thousand Dollars ($300,000) per person for Physician or Physician Group's property, together with a combined Single Limit Body Injury and Property Damage Insurance of not less than Three Hundred Thousand Dollars ($300,000). Documents evidencing such coverage will be provided to PARTNERSHIP upon request. Physician or Physician Group will arrange with the insurance carrier to have automatic notification of insurance coverage termination or modification given to PARTNERSHIP.

7.3 Workers' Compensation - Physician or Physician Group's employees will be covered by Workers' Compensation Insurance in an amount and form meeting all requirements of applicable provisions of the California Labor Code.

7.4 PARTNERSHIP Insurance - PARTNERSHIP, at its sole cost and expense, will procure and maintain a professional liability policy to insure PARTNERSHIP and its agents and employees, acting within the scope of their duties, in connection with the performance of PARTNERSHIP's responsibilities under this Agreement.

7.5 Physician Indemnification - Physician or Physician Group will indemnify, defend, and hold harmless Medi-Cal Members, the State of California, PARTNERSHIP, and their respective officers, agents, and employees from the following.

a. Provider Claims - Any and all claims and losses accruing or resulting to Physician or Physician Group or any of its subcontractors or any person, firm, corporation or other entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.
b. Third Party Claims - Any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by Physician or Physician Group, its agents, employees and subcontractors, in the performance of this Agreement.

c. Sanctions – Any and all sanctions or administrative penalties imposed upon PARTNERSHIP by a Governmental Agency as a result of Physician or Physician Group's non-compliance with the terms and conditions of this Agreement.

7.6 PARTNERSHIP Indemnification - PARTNERSHIP will indemnify, defend, and hold harmless Physician or Physician Group, and its agents, and employees from any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by PARTNERSHIP, its officers, agents or employees, in the performance of this Agreement.

SECTION 8
GRIEVANCES AND APPEALS

8.1 Appeals and Grievances

8.1.1 The parties acknowledge and agree that Physician or Physician Group has the right to submit an appeal or a grievance. Physician or Physician Group and PARTNERSHIP agree to and will be bound by the decisions of PARTNERSHIP appeal and grievance mechanisms.

8.1.2 Physician or Physician Group may file a formal provider grievance as outlined in PARTNERSHIP's Provider Manual.

a) A formal provider grievance may be filed in writing through United States postal service or in-person at any of PARTNERSHIP's offices within 365 days of the occurrence of the determination or action or inaction that is subject of the grievance. PARTNERSHIP has forty-five (45) Working Days from the date the grievance is received to resolve the grievance. If the resolution is not satisfactory to Physician or Physician Group, Physician or Physician Group may request a Provider Grievance Review Committee (PGRC) meeting. Physician or Physician Group will be advised of decision within ten (10) Working Days after the meeting is held.

8.1.3 Physician or Physician Group will cooperate with PARTNERSHIP in identifying, processing and resolving all Medi-Cal Member complaints and grievances in accordance with the PARTNERSHIP grievance procedure set forth in PARTNERSHIP's Provider Manual. A description of PARTNERSHIP's Member grievance procedure shall be readily available at Physician or Physician Group's facilities and Physician or Physician Group shall promptly provide Members with grievance forms upon request. Physician or Physician Group shall cooperate with PARTNERSHIP in responding to Member grievances and requests for independent medical reviews.

8.2 Dispute Resolution and Arbitration – All outstanding disputes, including disputes unable to be resolved through the Provider Grievance Review Committee, shall be resolved through binding arbitration in accordance with the dispute resolution process outlined below.

8.3.1 Physician or Physician Group may only initiate arbitration proceedings involving UM decisions or claim denials based on lack of Medical Necessity, after the formal grievance process outlined in 8.1.1. and 8.1.2 has been completed, including review of the dispute by the Provider Grievance Review Committee.

8.3.2 Separate and apart from the provider dispute resolution process outlined in this Section, all disputes are subject to the provisions of the California Government Claims Act (Government Code Section 905 et seq.). Arbitration must be initiated within one (1) year of the earlier of the date the dispute arose, was discovered, or should have been discovered with reasonable diligence; otherwise, it shall be deemed waived and forever barred.

8.3.3 Meet and Confer – The parties agree to meet and confer within thirty (30) days of a written request by either party in an effort to resolve any dispute between them. At each meet and confer meeting, each party shall be represented by persons at the Director level or higher who are authorized to enter into agreements resolving the dispute. Meet and confer discussions and all documents prepared for those discussions such as agendas, spreadsheets, chronologies and the like shall not be subject to discovery, offered as evidence or admitted in evidence in any proceeding. The parties intend their meet and confer be protected to at least the same degree as they would be if they were conducted through a mediator.

8.3.4 If the parties cannot settle the disputes between them, after completing the Meet and Confer process, the dispute shall be submitted, upon the motion of either party, to arbitration under the appropriate rules of the American Arbitration Association (AAA). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and the legal reasons on which the decision is based. If possible, the arbitrator shall be an attorney or retired judge with at least fifteen (15) years of experience, including at least five (5) years of experience in managed health care. The parties agree that all arbitration proceeding will take place in Sacramento County, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his/her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including but not limited to, preliminary and

permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s) shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

8.3.3 Administration and Arbitration Fees - In all cases submitted to AAA, the parties agree to share equally the AAA administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees will be advanced by the initiating party subject to final apportionment by the arbitrator in the award.

8.3.4 Enforcement of Award - The parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing may be recovered by the party, which initiates such action to have an award enforced.

8.3.5 Impartial Dispute Settlement - Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, joint request for such services may be made to the AAA, or the parties may initiate such other procedures as they may mutually agree upon at such time.

8.3.6 Initiation of Procedure - Nothing contained herein is intended to create, nor will it be construed to create, any right of any Medi-Cal Member to independently initiate the arbitration procedure established in this Article. Further, nothing contained herein is intended to require arbitration of disputes regarding professional negligence between the Member and Physician or Physician Group.

8.3.7 Administrative Disputes - Notwithstanding anything to the contrary in this Agreement, any and all administrative disputes which are directly or indirectly related to an allegation of Physician malpractice may be excluded from the requirements of this Section 8.3.

8.4 Peer Review and Fair Hearing Process - A Provider determined to constitute a threat to the health, safety or welfare of Medi-Cal Members will be referred to PARTNERSHIP's Peer Review Committee. The Provider will be notified in writing of the Peer Review Committee's recommendation and advised of their rights to the Fair Hearing process. The Peer Review Committee can recommend to suspend, restrict, or terminate the provider affiliation, or to institute a monitoring procedure, or to implement continuing educational requirements.

8.5 Credentialing – Unless delegated to Physician or Physician Group, PARTNERSHIP's Credentialing Committee will review all provider files to determine whether a provider meets the PARTNERSHIP credentialing or re-

credentialing requirements. The Physician or Physician Group will be afforded an opportunity to address this committee if there is an adverse recommendation by the committee regarding provider's credentials. The Physician or Physician Group will be advised in writing of the Credentialing Committee's recommendation and notified of their rights to the Fair Hearing process. The Credentialing Committee can recommend denial of a provider's initial application or can deny the re-credentialing of a current provider.

SECTION 9
TERM, TERMINATION, AND AMENDMENT

The parties acknowledge and agree the term of the Agreement, including the beginning, and end dates as well as methods of extension, renegotiation, phaseout and termination are included in this Agreement.

9.1 Initial Term and Renewal - This Agreement will be effective as of the date indicated and will automatically renew at the end of one (1) year and annually thereafter unless terminated sooner as set forth below. Further, this Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt.

9.2 Termination Without Cause - Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement without cause.

9.3 Immediate Termination for Cause by PARTNERSHIP - PARTNERSHIP may terminate this Agreement immediately by written notice to Physician or Physician Group upon the occurrence of any of the following events:

9.3.1 The suspension or revocation of Physician's license to practice medicine in the State of California; the suspension or termination of Physician's membership on the active medical staff of any hospital; or the suspension, revocation or reduction in Physician's clinical privileges at any hospital; or suspension from the Medicare, Medi-Cal, or the Medicaid program in any state; or if Physician's name is found on the following Medi-Cal Suspended and Ineligible Provider list posted at http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp or on the Restricted Provider Database; or loss of malpractice insurance; or failure to meet PARTNERSHIP's re-credentialing criteria; or

9.3.2 Physician's death or disability. As used in this Subsection, the term "disability" means any condition which renders Physician unable to carry out his/her responsibilities under this Agreement for more than forty-five (45) Working Days (whether or not consecutive) within any twelve (12) month period; or

9.3.3 If PARTNERSHIP determines, pursuant to procedures and standards

adopted in its Utilization Management or Quality Improvement Programs, that Physician or Physician Group provided or arranged for the provision of services to Medi-Cal Members which are not Medically Necessary or provided or failed to provide Covered Services in a manner which violates the provisions of this Agreement or the requirements of PARTNERSHIP's Provider Manual; or

9.3.4 If PARTNERSHIP or DHCS determines that the continuation hereof constitutes a threat to the health, safety or welfare of any Medi-Cal Member; or

9.3.5 If PARTNERSHIP or DHCS determines that Physician or Physician Group has committed Fraud, Waste or Abuse; or

9.3.6 If PARTNERSHIP determines that Physician or Physician Group has filed a petition for bankruptcy or reorganization, insolvency, as defined by law, or PARTNERSHIP determines that Physician or Physician Group is unable to meet financial obligations as described in this Agreement; or Physician or Physician Group closes his/her office and no longer provides medically necessary services; or

9.3.7 If PARTNERSHIP or Governmental Agency determines that Physician or Physician Group has not performed satisfactorily; or

9.3.8 If Physician or Physician Group breaches Section 10.10, Marketing Activity and Patient Solicitation.

9.3.9 An immediate termination for cause made by PARTNERSHIP pursuant to this will not be subject to the cure provisions specified in Section 9.4 Termination for Cause with Cure Period.

9.4 Termination for Cause With Cure Period - In the event of a material breach by either party other than those material breaches set forth in Section 9.3, Immediate Termination for Cause by PARTNERSHIP above, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party setting forth the reasons for such termination; provided, however, that if the breaching party cures such breach within thirty (30) days of the notification, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

9.5 Continuation of Services Following Termination - Should this Agreement be terminated, Physician or Physician Group will, at PARTNERSHIP's option, continue to provide Physician or Physician Group Covered Services to Medi-Cal Members who are under the care of Physician at the time of termination until the services being rendered to the Medi-Cal Members by Physician or Physician Group are completed, unless PARTNERSHIP has made appropriate provisions for the assumption of such services by another physician and/or provider. Physician or Physician Group agrees to accept payment at the contract rate in place at the time of termination and agrees to adhere to PARTNERSHIP policies and procedures.

Alternatively, PARTNERSHIP at its sole discretion may decide that Physician or Physician Group shall be reimbursed at 100% Medi-Cal FFS rates in effect on the date of termination which shall apply for up to six months following termination of the Agreement.

9.5.1 Continuation of Services criteria:

(a) An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

(b) A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure, worsens over an extended period, or requires ongoing treatment to maintain remission or prevent deterioration.

(c) A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Post-partum period begins immediately after childbirth and extends for approximately six (6) weeks.

(d) A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less.

(e) The care of a newborn child between birth and age 36 months.

(f) Performance of a surgery or other procedure that is authorized by the plan as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

9.6 Physician or Physician Group agrees to assist PARTNERSHIP in the transfer of care for Medi-Cal Members, pursuant to applicable provisions of the Medi-Cal Agreement in the event of termination of this Agreement or in the event of the Medi-Cal Agreement termination, including but not limited to the transfer of Member medical records. Payment by PARTNERSHIP for the continuation of services by Physician or Physician Group after the effective date of termination will be subject to the terms and conditions set forth in this Agreement including, without limitation, the compensation provisions herein.

9.7 Medi-Cal Member Notification Upon Termination - Notwithstanding Section 9.3, Immediate Termination for Cause by PARTNERSHIP, upon the receipt of notice of termination by either PARTNERSHIP or Physician or Physician Group, and in order to ensure the continuity and appropriateness of medical care to Medi-Cal Members, PARTNERSHIP at its option, may immediately inform Medi-Cal Members of such termination notice. In the case of a Block Transfer, all necessary

notifications shall be provided in accordance with Health and Safety Code Section 1373.65 and 28 C.C.R. § 1300.67.1.3, and Physician or Physician Group shall cooperate and work with PARTNERSHIP to comply with all applicable Block Transfer requirements.

9.8 Survival of Obligations After Termination -Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. The following obligations of Physician or Physician Group will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal Member: 1) Section 9.5, Continuation of Services Following Termination; 2) Section 5.11.3a, Records and Records Inspection; 5.12 Overpayments or Recoupments; and, 3) Section 7.5, Physician or Physician Group indemnification and 4) 5.4 Medi-Cal Member Billing. Such obligations and the provisions of this Section will supersede any oral or written agreement to the contrary now existing or hereafter entered into between Physician or Physician Group and any Medi-Cal Member or any persons acting on their behalf. Any modification, addition, or deletion to the provisions referenced above or to this Section will become effective on a date no earlier than thirty (30) days after the DHCS has received written notice of such proposed changes. Physician or Physician Group will assist PARTNERSHIP in the orderly transfer of Medi-Cal Members to Physician or Physician Group they choose or to whom they are referred. Furthermore, Physician or Physician Group shall assist PARTNERSHIP in the transfer of care as set forth in the Provider Manual, in accordance with the Phase-out Requirements set forth in the Medi-Cal Agreement.

9.9 Access to Medical Records upon Termination - Upon termination of this Agreement and request by PARTNERSHIP, Physician or Physician Group will allow the copying and transfer of medical records of each Medi-Cal Member to the physician assuming the Medi-Cal Member's care at termination. Such copying of records will be at PARTNERSHIP's expense if termination was not for cause. PARTNERSHIP will continue to have access to records in accordance with the terms hereof.

9.10 Termination or Expiration of PARTNERSHIP's Medi-Cal Agreement - In the event the Medi-Cal Agreement terminates or expires, prior to such termination or expiration, Physician or Physician Group will allow DHCS and PARTNERSHIP to copy medical records of all Medi-Cal Members, at DHCS' expense, in order to facilitate the transition of such Medi-Cal Members to another health care system. Prior to the termination or expiration of the Medi-Cal Agreement, upon request by DHCS, Physician or Physician Group will assist DHCS in the orderly transfer of Medi-Cal Member's medical care by making available to DHCS copies of medical records, patient files, and any other pertinent information, including information maintained by any of Physician or Physician Group's subcontractors, necessary for efficient case management of Medi-Cal Members, as determined by DHCS. Costs of reproduction of all such medical records will be borne by DHCS. In no circumstances will a Medi-Cal Member be billed for this service.

9.11 Amendment – This Agreement may be amended at any time upon written agreement of both parties subject to review and approval by DHCS and other Governmental Agency, if required, and shall become effective only as set forth in Exhibit A, Attachment III, Provision 3.1.2 of the Medi-Cal Agreement.

9.11.1 PARTNERSHIP shall provide at least ninety (90) business days' notice of its intent to change a material term of this Agreement or a manual, policy, or procedure referenced in this Agreement, unless a change in state or federal law or regulations or any accreditation requirements of a private sector accreditation organization requires a shorter time frame for compliance, and Physician or Physician Group shall have the right to negotiate and agree to the change.

9.11.2 If Physician or Physician Group does not give written notice of its intent to negotiate and agree to the change within thirty (30) days or written notice of its intent to terminate, as authorized by Section 9, Physician or Physician Group agrees that any such amendment by PARTNERSHIP will be a part of the Agreement. If Physician or Physician Group does not agree to the amendment, Physician or Physician Group may terminate this Agreement in accordance with Section 9.2.

9.11.3 Amendments to this Agreement will be submitted to DHCS for prior approval at least thirty (30) calendar days before the effective date of any proposed changes governing compensation, service or term, as set forth in the Medi-Cal Agreement. Proposed changes that are neither approved nor disapproved by DHCS shall be come effective by operation of law sixty (60) calendar days after DHCS has acknowledged receipt or upon the date specified in the Agreement amendment, whichever is later.

9.11.4 In the event a change in law, regulation, the Medi-Cal Agreement, or any accreditation requirement from an accreditation organization, requires an amendment to this Agreement, the 90-day notice period set forth above does not apply. Physician's or Physician's Group's refusal to accept such amendment will constitute reasonable cause for PARTNERSHIP to terminate this Agreement pursuant to the termination provisions hereof.

SECTION 10
GENERAL PROVISIONS

10.1 Assignment - Physician or Pysician Group agrees that assignment or delegation of this Agreement will be void unless prior written approval is obtained from DHCS.

10.2 PARTNERSHIP Delegates Credentialing to Physician or Physician Group. Physician or Physician Group will perform delegation functions as set forth the Credentialing Delegation Agreement (if applicable).

10.3 Severability - If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated as a result of such decision.

10.4 Notices - Any notice required or permitted to be given pursuant to this Agreement will be in writing addressed to each party as set forth below. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached. Either party will have the right to change the place to which notice is to be sent by giving forty-eight (48) hours written notice to the other of any change of address.

10.4.1 Physician or Physician Group will notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached. A copy of the written notice will also be mailed as first-class registered mail to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS. 4407, P.O. Box 997413
Sacramento, CA 95899-74133
Attention: Contracting Officer

10.4.2 Physician or Physician Group will notify PARTNERSHIP as required by the terms of this Agreement, including, but not limited to, in the event of an amendment or the termination of the Agreement, at the following address:

Partnership HealthPlan of California
Provider Relations Department
4665 Business Center Drive
Fairfield, CA 94534

10.4.3 PARTNERSHIP will notify Physician or Physician Group as required by the terms of this Agreement, including, but not limited to, in the event of an amendment or the termination of the Agreement, to the address indicated on the signature page of this Agreement.

10.5 Entire Agreement - This Agreement, together with the Attachments and PARTNERSHIP's Provider Manual, contains the entire agreement between PARTNERSHIP and Physician or Physician Group relating to the rights granted and the obligations assumed by this Agreement. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

10.6 Headings - The headings of articles and paragraphs contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

10.7 Governing Law - This Agreement will be governed by and construed in accordance with all Applicable Requirements regulations governing the Medi-Cal Agreement. Such laws and regulations include, but are not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the Medi-Cal Agreement); 28 CCR Section 1300.43 *et seq*.; W&I Code Sections 14000 and 14200 *et seq*.; and 22 CCR Sections 53800 and 53900 *et seq*. The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California and the United States of America, and the contractual obligations of PARTNERSHIP. Further, this Agreement is subject to the requirements of the Social Security Act and the regulations promulgated thereunder.

10.8 Affirmative Statement, Treatment Alternatives - Physician or Physician Group may freely communicate with patients regarding appropriate treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

10.9 Reporting Fraud, Waste and Abuse - Physician or Physician Group is responsible for reporting all cases of suspected Fraud, Waste and Abuse, as defined in 42 CFR Section 455.2, where there is reason to believe that an incident of fraud and/or abuse has occurred by Medi-Cal Members, by PARTNERSHIP contracted physicians, or Physician or Physician Group within ten (10) days to PARTNERSHIP for investigation. Physician or Physician Group shall allow PARTNERSHIP to share such information with DHCS in accordance with the provisions of the PARTNERSHIP Provider Manual and Exhibit A, Attachment III, Provision 1.3.2, Subsection D (*Contractor's Reporting Obligations*) and Provision 1.3.2, Subsection D.6) (*Confidentiality*) of the Medi-Cal Agreement.

10.10 Marketing Activity and Patient Solicitation - Physician or Physician Group will not engage in any activities involving the direct marketing of Eligible Beneficiaries without the prior approval of PARTNERSHIP and DHCS.

10.10.1 Physician or Physician Group will not engage in direct solicitation of Eligible Beneficiaries for enrollment, including but not limited to door-to-door marketing activities, mailers and telephone contacts.

10.10.2 During the period of this Agreement and for a one year period after termination of this Agreement, Physician or Physician Group and Physician or Physican Group's employees, agents or subcontractors will not solicit or attempt to persuade any Medi-Cal Member not to participate in the Medi-Cal Managed Care Program or any other benefit program for which Physician or Physician Group render contracted services to PARTNERSHIP Members.

10.10.3 In the event of breach of this Section 10.10, in addition to any other legal rights to which it may be entitled, PARTNERSHIP may at its sole discretion, immediately terminate this Agreement. This termination will not be subject to Section 9.4, Termination for Cause with Cure Period.

10.11 Nondisclosure and Confidentiality - Physician or Physician Group will not disclose the payment provisions of this Agreement except as may be required by law.

10.12 Non-Exclusive Agreement - To the extent compatible with the provision of Covered Services to Medi-Cal Members for which Physician or Physican Group accepts responsibility hereunder, Physician or Physician Group reserves the right to provide professional services to persons who are not Members including Eligible Beneficiaries. Nothing contained herein will prevent Physician or Physician Group from participating in any other prepaid health care program.

10.13 Counterparts - This Agreement may be executed in two (2) or more counterparts, each one (1) of which will be deemed an original, but all of which will constitute one (1) and the same instrument.

10.14 HIPAA & Protected Health Information - Physician or Physician Group is required to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and any regulations promulgated thereunder, and the California Medical Information Act ("CMIA"), regarding the receipt, use and disclosure of Protected Health Information and Medical Information, and other obligations imposed by Governmental Agencies, state laws applicable to the confidentiality of patients and medical information.

10.15 Compliance with Laws - Physician or Physician Group shall comply with all laws and regulations applicable to its operations to the provision of services hereunder. PARTNERSHIP will inform Physician or Physician Group of prospective requirements added by State or federal law or DHCS that impact obligations undertaken through the Agreement before the requirement would be effective, and, Physician or Physician Group agrees to comply with the new requirements within 30 days of the effective date, unless otherwise instructed by DHCS or required by law.

10.16 Compliance with Agreement – If PARTNERSHIP determines that Physician or Physician Group is in breach for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to Physician or Physician Group and in accordance with Section 9 of the Agreement may seek to impose an administrative and/or financial penalties against Physician or Physician Group and/or may seek to terminate the Agreement.

10.17 Corrective Action - PARTNERSHIP's written notice will outline the specific reasons, in PARTNERSHIP's determination, Physician or Physician Group is in non-compliance of this Agreement. Required actions for Physician or Physician Group to cure the breach will be set forth in the written notice. In the event Physician or Physician Group fails to cure those specific claims set forth by PARTNERSHIP within thirty (30) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against Physician or Physician Group and up to and including termination of the Agreement immediately upon notice to Physician or Physician Group. Notice of an administrative and/or financial sanction and/or

penalty will include the following information:

a. Effective date
a. Detailed findings of non-compliance
b. Reference to the applicable statutory, regulatory, contractual, PARTNERSHIP policy and procedures, or other requirements that are the basis of the findings
c. Detailed information describing the sanction(s)
d. Timeframes by which the organization or individual shall be required to achieve compliance, as applicable
e. Indication that PARTNERSHIP may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
f. Notice of a contracted Physician or Physician Group's right to file a complaint (grievance) in accordance with PARTNERSHIP policy and procedure.

10.18 Sanctions – If, due to Physician or Physician Group's non-compliance with this Agreement, administrative or monetary sanctions are imposed on PARTNERSHIP by a state or federal agency, PARTNERSHIP reserves the right to pass through any sanctions to Physician, as solely determined by PARTNERSHIP.

10.19 No Waiver – No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by wither of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.

SECTION 11
RELATIONSHIP OF PARTIES

11.1 Overview - None of the provisions of this Agreement are intended, nor will they be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth herein, to create a relationship of agency, representation, joint venture or employment between the parties. Unless mutually agreed, nothing contained herein will prevent Physician or Physician Group from independently participating as a Physician or Physician Group of services in any other health maintenance organization or system of prepaid health care delivery. In such event, Physician or Physician Group will provide written assurance to PARTNERSHIP that any contract providing commitments to any other prepaid program will not prevent Physician or Physician Group from fulfilling its

obligations to Medi-Cal Members under this Agreement, including the timely provision of services required hereunder and the maximum capacity allowed under the Medi-Cal Agreement.

11.2 Oversight Functions - Nothing contained in this Agreement will limit the right of PARTNERSHIP to perform its oversight and monitoring responsibilities as required by applicable state and federal law, as amended. Physician or Physician Group will comply with all monitoring provisions in the Medi-Cal Agreement and any monitoring requests by DHCS.

11.3 Physician-Patient Relationship - This Agreement is not intended to interfere with the professional relationship between any Medi-Cal Member and his or her Physician or Physician Group. Physician or Physician Group will be responsible for maintaining the professional relationship with Medi-Cal Members and are solely responsible to such Medi-Cal Members for all medical services provided. PARTNERSHIP will not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Medi-Cal Member resulting from the acts or omissions of Physician or Physician Group. Patients must be informed of risks, benefits and consequences of the treatment options, including the option of no treatment and make decisions about ongoing and future medical treatments. Physician or Physician Group must ensure that patients with disabilities have effective communication throughout the health system in making decisions regarding treatment options.

ATTACHMENT A
INFORMATION REGARDING OFFICERS, OWNERS, AND STOCKHOLDERS

List the names of the officers, owners, stockholders owning more than 5% of the stock issued by the physician, and major creditors holding more than 5% of the debt of the organization identified on the execution page of this Agreement. (This is a requirement of Title 22, CCR, Section 53250).

NOT APPLICABLE, GOVERNMENT ENTITY

ATTACHMENT B
LOCATON(S)

List under applicable county name, the physician name, location(s) and PHC # that shall apply to this Agreement.

Group Tax Identification # _____

Group Billing NPI# 1043427388

Provider Type RHC

PHC#	NPI	Site Name	Site Address	County
	1043427388	Tehama County Health Services Agency	1850 Walnut St Red Bluff, California 96080	Tehama

Contraxx# (internal use only) _____

ATTACHMENT C

FQHC/RHC

TEHAMA COUNTY HEALTH SERVICES AGENCY

EFFECTIVE DATE: JANUARY 1, 2024

The rate of payment is based on the current State of California Medi-Cal fee-for-service rate in effect on the date services are rendered. Refer to the Partnership HealthPlan of California, (PHC) Provider Manual for claims billing criteria at www.Partnershiphp.org.

Specialty	Services	Reimbursement Rate
Medical Clinic – Primary Care	Physician/Professional Services	100% of Prevailing Medi-Cal Fee Schedule

Specialty	Services	Reimbursement Rate
Medical Clinic – All Specialty services	Physician/Professional Services	100% of Prevailing Medi-Cal Fee Schedule

ATTACHMENT X

NETWORK PROVIDER
MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Agreement with Partnership Healthplan (the "Medi-Cal Agreement"), State and Federal laws and regulations and applicable All Plan Letters. This Attachment X is included in this Agreement to reflect compliance with laws and DHCS's requirements for Physician or Physician Group as a contracted Network Provider. Any citations in this attachment are to the applicable sections of the Medi-Cal Agreement or applicable law. This attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this attachment and any other provision of the Agreement, this attachment will control with respect to Medi-Cal. Any capitalized term utilized in this attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this attachment. If a capitalized term used in this attachment is not defined in the Agreement or this attachment, it will have the same meaning ascribed to it in the Medi-Cal Agreement.

1. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Agreement, including, but not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 *et seq.* (unless expressly excluded under the Medi-Cal Agreement); 28 CCR Section 1300.43 *et seq*.; W&I Code Sections 14000 and 14200 *et seq*.; 22 CCR Sections 53800 *et seq.;* and 22 CCR Sections 53900 *et seq.* (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.4).)

2. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement with sixty (60) calendar days of receipt, as set forth in in the Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2).

3. Physician or Physician Group shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Physician or Physician Group's possession, in accordance with the Medi-Cal Agreement, Exhibit E, Section 1.27 (*Litigation Support*). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.11).)

4. This Agreement and all information received from Physician or Physician Group in accordance with the requirements under the Medi-Cal Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Physician or Physician Group, stockholders owning more than 5 percent of the stock issued by Physician or Physician Group and major creditors holding more than 5 percent of the debt of Physician or Physician Group will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.12,; Welfare & Institutions Code 14452.)

5. Physician or Physician Group shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-

parties. Physician or Physician Group is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, Physician or Physician Group may not retain the duplicate payment. Once the duplicate payment is identified, Physician or Physician Group must reimburse PARTNERSHIP. If Physician or Physician Group fails to refund the duplicate payment, PARTNERSHIP may offset payments made to Physician or Physician Group to recoup the funds. (APL 21-007; Welfare & Institutions Code 14124.70 – 14124.791). Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.26, Subsection C of the Medi-Cal Agreement.

6. Physician or Physician Group shall report Physician or Physician Group preventable condition ("PPC")-related encounters in a form and frequency as specified by PARTNERSHIP and/or DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.3.17; 42 CFR 438.3(g).)

7. Physician or Physician Group will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.29). (Medi-Cal Agreement, Exhibit G,.)

8. Physician or Physician Group will submit network data, including Provider Network 274 data, as directed by PARTNERSHIP for PARTNERSHIP to meet its administrative functions and requirements set forth in the Medi-Cal Agreement. Physician or Physician Group certifies that all data, including Encounter Data and Provider Data, submitted is complete, accurate, reasonable, and timely. Physician or Physician Group will promptly make any necessary corrections to the data, as requested by PARTNERSHIP, so that PARTNERSHIP may correct any deficiencies identified by DHCS in the time period required by DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.6).; APL 14-019, APL 17-005; 42 CFR 438.207, 438.242, 438.604(a)(5) and 438.606.)

9. Physician or Physician Group must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. Physician or Physician Group shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between Physician or Physician Group and DHCS, if applicable. In the event PARTNERSHIP assisted Physician or Physician Group with the enrollment process, Physician or Physician Group consents to allow DHCS and PARTNERSHIP share information relating to the Physician or Physician Group application and eligibility, including but not limited to issues related to program integrity. Physician or Physician Group's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (APL 22-013; 42 CFR 438.602(b).)

10. Physician or Physician Group represents and warrants that Physician or Physician Group and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, Physician or Physician Group represents and warrants that Physician or Physician Group is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act. (42 CFR 438.610.)

11. Physician or Physician Group shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and provisions of the Medi-Cal Agreement. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.5).)

12. The parties confirm Physician or Physician Group's right to all protections afforded to Physician or Physician Group under the Health Care Providers' Bill of Rights, as set forth in Health and Safety Code Section 1375.7, including, but not limited to, Physician or Physician Group's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to Health and Safety Code Section 1367(h)(1). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.20).)

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EXHIBIT 1
PHYSICIAN OR PHYSICIAN GROUP CREDENTIALING DELEGATION AGREEMENT]
(Add if delegated)

Any separate delegation agreement executed by the parties is incorporated into this Agreement by this reference.

E-Contract Review
Approval as to Form

Department Name: Tehama County Health Services Agency

Contractor Name: Partnership HealthPlan of California

Contract Description: Amendment to Agreement for Primary Care Provider Quality Incentive Program

APPROVED AS TO FORM:

Date: 12/11/2025

Office of the Tehama County Counsel
Brittany T. Ziegler, Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-2181 **Agenda Date:** 12/30/2025 **Agenda #:** 14.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Agreement 25-10633, with the California Department of Public Health, for the purpose of providing funding in the amount of $485,096 to conduct activities necessary to expand, train, and sustain the disease intervention specialist (DIS) workforce effective 7/1/25 and shall terminate 6/30/30

Financial Impact:
This would be a receivable for the Tehama County Health Services Agency in the total amount of $485,096, funded by the California Department of Public Health, California Sexually Transmitted Disease Branch for DIS workforce development.

Background Information:
Funding for this program assists the Tehama County Health Services Agency (TCHSA), Public Health Division, to develop, expand, train, and sustain the DIS workforce at a local level. Funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STI's, HIV, Hepatitis C virus and mpox. Developing the DIS workforce will expand and enhance the capabilities of frontline public health staff and will also improve recruitment, training, and outbreak response efforts. If this request is not granted, Tehama County Health Services Agency will be unable to utilize these funds to develop the DIS workforce.

CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Tehama, hereinafter "Grantee"

"Disease Intervention Specialist (DIS) Workforce Development," hereinafter "Project"

GRANT AGREEMENT NUMBER 25-10633

The Department awards this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Disease Intervention Specialist (DIS) Workforce Development grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $485,096.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 01, 2025, and terminates on June 30, 2030. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2030.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	**Grantee: County of Tehama**
Name: Alexia McGonagle, Assistant Branch Chief, STD Control Branch	Name: Minnie Sagar, Public Health Director
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 400
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Red Bluff, CA 96080
Phone: (279) 667-2164	Phone: (530) 527-8491
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: Minnie.Sagar@tchsa.net

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	**Grantee: County of Tehama**
Attention: Adriana Cervantes, Grant Manager	Attention: Kelly Burton, Supervising Public Health Nurse
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 400
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Red Bluff, CA 96080
Phone: (279) 667-1464	Phone: (530) 527-8491
E-mail:Adriana.Cervantes@cdph.ca.gov	E-mail: kelly.burton@tchsa.net

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Tehama
Attention: Guan Wooll
Address: P.O. Box 400
City, ZIP: Red Bluff, CA 96080
Phone: (530) 528-3269
E-mail: guan.wooll@tchsa.net

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term "electronic copy of a signed Grant" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term "electronically signed Grant" means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 12-16-25

Jayme Bottke
Executive Director Tehama County Health Services Agency
County of Tehama
P.O. Box 400
Red Bluff, CA 96080

Date:

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately $83,921,550 dollars in State local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant, funded by the AIDS Drug Assistance Program Rebate Fund. This Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections 120956 and 120972.2 of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

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of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

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Funding will be allocated to sixty-one (61) local health jurisdictions (LHJ).

CDPH/STDCB included the following factors in the allocation model:

- These funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control HIV, STIs, HCV, and mpox.

Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

- The original 2021 cycle of grant funds were allocated to LHJs using the United States Census Community Resilience Estimates (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by the California Conference of Local Health Officers and County Health Executives Association of California.
- Local deliverables with these funds will include activities related to expanded access to HIV/STI/HCV/mpox screening, testing, prevention services and materials for at risk populations. Activities should include increasing awareness and access to HIV/STI/HCV/mpox services, monitoring and responding to disease trends, delivering clinical expertise, providing timely treatment and prevention, notifying and providing partner services, linking patient and partners to prevention and care services including in atypical settings such as emergency departments and correctional facilities, and responding to outbreaks.
- Hiring priority should be given to front-line public health workforce DIS, DIS supervisors, PH nursing or other clinical, epidemiological staff and other roles that support the success of front-line DIS prevention, disease response and outbreak efforts.
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between $38,048 to $131,418.

Authority for this new funding can be found at:

Bill Text: CA AB 116 | 2025-2026 | Regular Session | Chaptered:
https://legiscan.com/CA/text/AB116/id/3260237
SEC. 118.

AIDS Drug Assistance Program Rebate Fund:
https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=120956.&lawCode=HSC
Chapter 228, Statues of 2004 (SB 1103)
Health and Safety Code section 120956

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DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	$151,477	$302,953	$302,953	$302,953	$302,953	$1,363,289
Alpine County**	$50,072	$100,143	$100,143	$100,143	$100,143	$450,644
Amador County	$52,575	$105,149	$105,149	$105,149	$105,149	$473,171
City of Berkeley	$58,217	$116,434	$116,434	$116,434	$116,434	$523,953
Butte County	$65,365	$130,729	$130,729	$130,729	$130,729	$588,281
Calaveras County	$53,139	$106,278	$106,278	$106,278	$106,278	$478,251
Colusa County	$51,238	$102,475	$102,475	$102,475	$102,475	$461,138
Contra Costa County	$121,677	$243,353	$243,353	$243,353	$243,353	$1,095,089
Del Norte County	$51,488	$102,976	$102,976	$102,976	$102,976	$463,392
El Dorado County	$60,168	$120,336	$120,336	$120,336	$120,336	$541,512
Fresno County	$126,319	$252,638	$252,638	$252,638	$252,638	$1,136,871
Glenn County	$51,739	$103,477	$103,477	$103,477	$103,477	$465,647
Humboldt County	$58,484	$116,968	$116,968	$116,968	$116,968	$526,356
Imperial County	$65,258	$130,516	$130,516	$130,516	$130,516	$587,322
Inyo County	$51,240	$102,480	$102,480	$102,480	$102,480	$461,160
Kern County	$112,648	$225,296	$225,296	$225,296	$225,296	$1,013,832
Kings County	$60,040	$120,080	$120,080	$120,080	$120,080	$540,360
Lake County	$54,245	$108,490	$108,490	$108,490	$108,490	$488,205
Lassen County	$51,415	$102,830	$102,830	$102,830	$102,830	$462,735
City of Long Beach	$84,584	$169,168	$169,168	$169,168	$169,168	$761,256
Madera County	$60,726	$121,451	$121,451	$121,451	$121,451	$546,530
Marin County	$64,953	$129,905	$129,905	$129,905	$129,905	$584,573
Mariposa County	$51,192	$102,384	$102,384	$102,384	$102,384	$460,728
Mendocino County	$56,568	$113,136	$113,136	$113,136	$113,136	$509,112
Merced County	$68,407	$136,814	$136,814	$136,814	$136,814	$615,663
Modoc County	$50,561	$101,122	$101,122	$101,122	$101,122	$455,049
Mono County	$50,721	$101,442	$101,442	$101,442	$101,442	$456,489
Monterey County	$80,704	$161,408	$161,408	$161,408	$161,408	$726,336
Napa County	$60,274	$120,548	$120,548	$120,548	$120,548	$542,466
Nevada County	$56,335	$112,670	$112,670	$112,670	$112,670	$507,015
Orange County	$281,829	$563,657	$563,657	$563,657	$563,657	$2,536,457
City of Pasadena	$62,215	$124,429	$124,429	$124,429	$124,429	$559,931
Placer County	$72,639	$145,278	$145,278	$145,278	$145,278	$653,751
Plumas County	$51,441	$102,882	$102,882	$102,882	$102,882	$462,969
Riverside County	$210,045	$420,089	$420,089	$420,089	$420,089	$1,890,401
Sacramento County	$157,158	$314,315	$314,315	$314,315	$314,315	$1,414,418
San Benito County	$53,869	$107,738	$107,738	$107,738	$107,738	$484,821
San Bernardino County	$189,238	$378,476	$378,476	$378,476	$378,476	$1,703,142
San Diego County	$261,726	$523,452	$523,452	$523,452	$523,452	$2,355,534
San Joaquin County	$105,371	$210,741	$210,741	$210,741	$210,741	$948,335
San Luis Obispo County	$68,134	$136,267	$136,267	$136,267	$136,267	$613,202
San Mateo County	$98,628	$197,256	$197,256	$197,256	$197,256	$887,652
Santa Barbara County	$81,529	$163,058	$163,058	$163,058	$163,058	$733,761
Santa Clara County	$168,935	$337,870	$337,870	$337,870	$337,870	$1,520,415
Santa Cruz County	$67,652	$135,303	$135,303	$135,303	$135,303	$608,864
Shasta County	$60,413	$120,826	$120,826	$120,826	$120,826	$543,717

DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Sierra County	$50,246	$100,492	$100,492	$100,492	$100,492	$452,214
Siskiyou County	$53,145	$106,289	$106,289	$106,289	$106,289	$478,301
Solano County	$77,710	$155,420	$155,420	$155,420	$155,420	$699,390
Sonoma County	$83,360	$166,720	$166,720	$166,720	$166,720	$750,240
Stanislaus County	$89,018	$178,035	$178,035	$178,035	$178,035	$801,158
Sutter County	$56,378	$112,756	$112,756	$112,756	$112,756	$507,402
Tehama County	$53,900	$107,799	$107,799	$107,799	$107,799	$485,096
Trinity County	$50,991	$101,982	$101,982	$101,982	$101,982	$458,919
Tulare County	$84,401	$168,801	$168,801	$168,801	$168,801	$759,605
Tuolumne County	$53,419	$106,838	$106,838	$106,838	$106,838	$480,771
Ventura County	$108,138	$216,276	$216,276	$216,276	$216,276	$973,242
Yolo County	$64,028	$128,056	$128,056	$128,056	$128,056	$576,252
Yuba County	$54,803	$109,606	$109,606	$109,606	$109,606	$493,227
Los Angeles	$3,299,258	$6,598,516	$6,598,516	$6,598,516	$6,598,516	$29,693,322
San Francisco	$1,123,180	$2,246,359	$2,246,359	$2,246,359	$2,246,359	$10,108,616
Total	**$9,324,626.00**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$18,649,231**	**$83,921,550**

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of Grant Activities and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this Agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically not more frequently than quarterly in arrears to:

Adriana Cervantes
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Electronic invoice submissions can be transmitted via email to Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJInvoices@cdph.ca.gov.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with the Grant Activities under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and /or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement 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 to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the Grant Manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. The total budget for out-of-state travel shall not exceed five (5) percent of the total annual budget of this Grant.

Exhibit B
Budget Detail and Payment Provisions

6. Proper Use of Funds

A. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   1) Local health jurisdiction workforce members to support DIS workforce development activities.
   2) Out-of-state travel to conferences and meetings. Travel costs may include travel and per diem for funded staff (including staff listed in the budget as in-kind) to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from CDPH and shall not exceed five (5) percent of the total annual budget of this Grant Agreement.
   3) In-state travel to support local capacity building. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of disease intervention specialist workforce development activities.
   4) Costs associated with HIV/ STIs/HCV and mpox testing and treatment services and supplies.
   5) Provider education materials.
   6) Client education materials.
   7) The lease or other operational and maintenance support of vehicles or mobile testing units.
      a. The Grantee shall only use said vehicles for the performance of activities under the terms of this Agreement.
      b. The Grantee agrees that all operators of motor vehicles reimbursed by CDPH under the terms of this Agreement shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the Grantee shall ensure that anyone operating said vehicles possesses a State of California Class B Commercial Driver's License and holds a Passenger Transport endorsement, if required by law.
      c. If any motor vehicle costs are reimbursed by CDPH under the terms of this Agreement, the Grantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Grantee's possession:
         i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined or more if required by law for the vehicle type. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with Agreement funds by CDPH under the terms of this Agreement to the Grantee.
         ii. The Grantee shall furnish a copy of the certificate of insurance to the Grant Manager within thirty (30) days of leasing the motor vehicle.

iii. The Grantee agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement and any extension period.
iv. The Grantee agrees to provide to the Grant Manager at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
v. In the event the Grantee fails to maintain insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement.

B. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
   a. Incentives such as low value gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other HIV/ STIs/HCV/ and mpox-related incentives (e.g., sleeping bags, tarps, clothing items, and hygiene kits). Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in HIV/ STIs/HCV/ and mpox control and prevention activities.
      b. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation.
   c. The value of the gift card incentive is limited to $50.00 of merchandise per person per intervention (e.g., client attendance for syphilis treatment at $25.00 for each Bicillin injection).
   d. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
   e. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or drug or cannabis products.
   f. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
   g. The Grantee is responsible for the possession, security (e.g., will keep the BMMs or in a secure location), and accountability of the BMMs. The Grantee will complete a Distribution and Tracking log that will track and identify the date purchased, product name, product type, quantity, product number, denomination, total cost, recipient information, reason for distribution and date distributed for each of the BMMs. A copy of the Distribution and Tracking Log must be submitted with the quarterly invoice. The Distribution and Tracking Log must be kept for a minimum of five (5) years after the termination or expiration of the Grant. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to the Grantee within a reasonable time frame for the scheduling of said audit.

Exhibit B
Budget Detail and Payment Provisions

C. The funds for this Grant Agreement cannot be used for:
   1) Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events including but not limited to pens, mugs, t-shirts, posters, key chains, bumper stickers, etc. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
   2) Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
   3) Cash incentives paid to an individual.
   4) Scholarships paid to an individual or a school on behalf of an individual.
   5) Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
   6) Construction, renovation, improvement, or repair of property.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. 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 subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

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

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

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

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. **VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete

information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

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

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

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

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the

procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

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

4. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

5. **Insurance Requirements**

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

Exhibit D
Additional Provisions

3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8. Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

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

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

2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the

Exhibit D
Additional Provisions

Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

1. Overview

The California Department of Public Health (CDPH) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH local assistance funds under this Grant agreement.

The local health department has the authority for STD Prevention and Control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California. https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx

2. Grantee's Responsibilities

The Grantee agrees to:

A. Direct activities toward achieving the program objectives set forth by the CDPH.

B. Use these funds in accordance with any additional guidance set forth by the CDPH regarding the granting, use and reimbursement of the local assistance funds. Additional consideration should be given to other guidance from the Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, STIs, HCV, and mpox prevention and control strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STD Control Branch (STDCB) website: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx

C. Abide by the most recent standards of care for HIV, STIs, HCV, and mpox screening, treatment, control and prevention as promulgated by:
   1. California Department of Public Health https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx
   2. Centers for Disease Control and Prevention https://www.cdc.gov/std/

D. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance HIV, STIs, HCV, and mpox awareness, prevention, testing, linkage to care, and care coordination funded with these dollars

with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH upon completion and with the annual progress report, and upon request from CDPH, as relevant.

E. Submit information and reports as requested by CDPH.

F. Ensure the use of a competitive bid process in the selection of all subgrantees. If the subgrantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective.

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.
https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf

All Grantees, excluding Los Angeles and San Francisco, must enter HIV, STIs, HCV, and mpox provider reports and laboratory results for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Interview and investigation data must be entered into either CalREDIE or the California Confidential Network for Contact Tracing (CalCONNECT). Data must be entered into the appropriate tabs and forms in either CalREDIE or CalCONNECT. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf

2. Syphilis cases and Congenital Syphilis (CS) case investigations are to be reported according to updated CDPH protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE or CalCONNECT; samples of these forms can be viewed at https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx. Grantees will complete and close investigations in CalREDIE or CalCONNECT within 45 days of initial report to local health department.
3. Grantees will participate in syphilis and CS-specific CalREDIE or CalCONNECT trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

For STD case definitions, please visit https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx

For frequently asked questions, manuals/guidelines, and forms/instructions.
https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx

Los Angeles and San Francisco Grantees must report the data outlined above to CDPH via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE or CalCONNECT data elements.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the Grant Activities, including for subcontracted activities. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

C. Data Security and Confidentiality

To the extent such recommendations are not in conflict with the terms of this Grant agreement, Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs." http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

F. Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days after the end of the budget period. All publications and manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health

A. CDPH reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Exhibit F
Information Privacy and Security Requirements

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

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

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

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

A. Breach:

"Breach" means:

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

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

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

1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or

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

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

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D. PCI: "PCI" means "Personal Information" and "Confidential Information" (as these terms are defined herein).

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

1. directly 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 information; or

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

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

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

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

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

F. Security Incident: "Security Incident" means:

1. an attempted Breach; or

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

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

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission; or

5. 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.

6. The term "Security Incident" shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.

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

H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.

IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or Disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if Disclosure is required by state or federal law.

V. [Reserved]

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

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

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

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

A. The Contractor shall require Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.

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

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Information Privacy and Security Requirements

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

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. Prompt action to immediately investigate such Breach or Security Incident

2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and

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

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

1. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose Personal Information was Breached;

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 state or federal laws requiring individual notifications of Breaches have been triggered.

C. Written Report(s): The Contractor shall provide written report(s) 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, and as further requested. The report(s) 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 CDPH PCI regarding such Breach or Security Incident.

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

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

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

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

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

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

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

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 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, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

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

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH, unless prohibited from doing so by applicable state or federal law. The only instance in which this would not be required is if the person requesting the information or accounting of disclosures is the individual themselves, seeking information directly from the Contractor as to all records directly held by the Contractor.

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

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

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

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

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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

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

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

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

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

Exhibit F
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Member(s) Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Member(s) Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.

C. ***Workforce Member(s) Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) may present a risk to the security or integrity of CDPH PCI. Contractor 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 and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

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. ***Antivirus software.*** Contractor 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 action 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 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 Contractor Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor Workforce Member(s) are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a Workforce Member(s) 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.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	- Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device	- Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret **plus**: - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device	- Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

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 Contractor'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. ***Reauthentication.*** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

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.*** Contractor shall ensure its 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 six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. ***Live Data Usage.*** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. ***Privileged Access Management (PAM).*** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

M. ***Intrusion Detection***. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor 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.*** Contractor, 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 Contractor 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.*** Contractor 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.*** Contractor 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 Contractor Workforce Member(s), 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 Member(s) 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 Contractor, except with express written permission of the CDPH PCI owner.

D. ***Faxing and Printing.*** Contractor 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.

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Tab Name	Tab Description
Instructions	This tab details the budget preparation and submission process, specifying the necessary steps LHJs must take to complete their budget.
DIS Worforce Development Grant Funding	This tab provides the annual funding totals for each of the LHJs.
Summary Budget	The summary budget tab calculates budget category costs for the fiscal year.
FY 2025-2026	This tab provides a blank budget template for the LHJ for fiscal year 2025-2026.
Subcontractor Budget	This tab provides a blank budget template for subcontracts in fiscal year 2025-2026.

STEP-BY-STEP GUIDE: BUDGET AND BUDGET REVISION INSTRUCTIONS

STEP 1 - Budget Preparation

- The Local Assistance Funding Specialist (LAFS) will email Local Health Jurisdictions (LHJs) the Award Letter and budget template.
- The LHJs must submit a complete budget to LAFS by the deadline specified in the Award Letter, prior to conducting Grant Activities. Grant Activities undertaken without prior budget approval may not be eligible for reimbursement.
- LHJs must complete the fiscal year budget tab.
- LHJs must provide the LHJ name, Grant Agreement number, name and fiscal year (FY).
- LHJs must fill out the budget categories for each FY. The budget categories are Personnel, Operating Expenses, Major Equipment, Travel, Subcontractors, Other Costs, Indirect Cost Rate (ICR), and Budget Grand Total.
  - **The Guide to Non-Allowable and Allowable Use of Funds is available at: STI/HCV Local Assistance Funding SharePoint.**
  - The Total Cost column requires no action (auto-populates once information is provided).
- LHJs must submit their finalized budget via email to LAFS, with a cc to **STDLHJContracts@cdph.ca.gov** by the deadline in the Award Letter.

STEP 2 - Budget Submission and Approval

- LAFS will review the budget and may reach out to LHJs with questions or requests for corrections during the two-week review period. Budgets will be reviewed in the order they are received.
- Once approved, LAFS will email LHJs the finalized budget along with the Electronic Invoice Template (EIT) for the FY.

STEP 3 - Invoice Submission

- LHJs must submit their invoices no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by LAFS.
- Completed and signed invoices must be sent via email to LAFS with a cc to **STDLHJInvoices@cdph.ca.gov** by the due dates outlined below:

Quarter	Budget Revision Requests Deadline (<$10,000)	Budget Revision Requests Deadline (>$10,000)	Invoice Due Date
Q1: July 01 - September 30	NA	Ongoing; 30 days prior to purchase and implementation.	November 15th
Q2: October 01 - December 31	NA	Ongoing; 30 days prior to purchase and implementation.	February 15th
Q3: January 01 - March 31	NA	Ongoing; 30 days prior to purchase and implementation.	May 15th
Q4: April 01 - June 30	June 15th	Ongoing; 30 days prior to purchase and implementation.	August 15th

STEP 4 - Budget Revision Requests and Approval

- LHJs must submit a formal budget revision request if adding a new line item or making a budget shift exceeding $10,000. The request must be sent to LAFS for review and approval before purchase and implementation. Budget revisions that do not involve a new line item or a shift over $10,000 do not require formal submission until two months before the Q4 invoice due date (June 15th for the August 15th deadline). LHJs must follow the outlined steps to submit their budget revision requests.
  - **IMPORTANT - A new line item is defined as any expense not previously reviewed and approved by LAFS. LHJs must consult with LAFS before initiating contracts or procurements for services exceeding an established dollar amount (e.g., marketing, public outreach campaigns, promotional media, advertising, major equipment, etc.) or reallocating funds to these line items. Refer to the Guide to Non-Allowable and Allowable Use of Funds, available at: STI/HCV Local Assistance Funding SharePoint.**
- LHJs must submit budget revision requests via email to LAFS with a cc **STDLHJContracts@cdph.ca.gov**.
- LAFS will supply LHJs with the budget revision template.
- LHJs must update the 'Current Revision' template tab to reflect new budget information by changing outdated text from black to bold red. The 'Description of Expense' section must also be revised to reflect the updates and must include a detailed explanation of why funds are being added, deleted, or shifted.
- LHJs must email the budget revision to LAFS with a cc to **STDLHJContracts@cdph.ca.gov**.
- LAFS will review the budget revision and issue final approval within two weeks of receipt.
- Once the review is complete, LAFS will email LHJs the approved budget and revised EIT.

SUMMARY BUDGET *(Auto Fills, Do Not Enter Data)*

LOCAL HEALTH JURISDICTION NAME:	COUNTY OF Tehama
GRANT AGREEMENT NUMBER AND NAME:	25-10XXX - DIS WF Development Grant
FISCAL YEAR:	2025-2026

SECTIONS		2025-2026
1. PERSONNEL	$	39,192
2. OPERATING EXPENSES	$	4,910
3. MAJOR EQUIPMENT	$	-
4. TRAVEL	$	-
5. SUBCONTRACTORS I	$	-
6. SUBCONTRACTORS II	$	-
7. OTHER	$	-
8. INDIRECT COST RATE	$	9,798
9. TOTAL	$	53,900

SECTIONS		2025-2026 Revised
1. PERSONNEL	$	-
2. OPERATING EXPENSES	$	-
3. MAJOR EQUIPMENT	$	-
4. TRAVEL	$	-
5. SUBCONTRACTORS I	$	-
6. SUBCONTRACTORS II	$	-
7. OTHER	$	-
8. INDIRECT COST RATE	$	-
9. TOTAL	$	-

LOCAL HEALTH JURISDICTION NAME:	COUNTY OF Tehama
GRANT AGREEMENT NUMBER AND NAME:	25-10XXX - DIS WF Development Grant
FISCAL YEAR:	2025-2026

1 PERSONNEL *(Description: An LHJ employee responsible for carrying out one or more of the Grant Activities, including newly funded personnel under this funding and personnel contributing time in-kind toward Grant Activities. For fringe benefit rates exceeding 50%, a justification for the rate must be provided.)*

	Position Title/Classification	Monthly Salary	Percent of Time	Months on Project	Fringe Benefit Rate (**For benefit rates that exceed 50%, please provide an itemized justification for the rate)	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
1.1	Vacant Epidemiologist	$ 6,648	20%	6	64%	$ 13,115	A, B, C, F, G	**JUSTIFICATION OF FRINGE BENEFIT RATE:** Benefits include health insurance, workers compensation, unemployment, OASDI, unfunded liability, and retirement. **Duties and Responsibilities**: Monitor and evaluate data. Increase awareness of testing.
1.2	Vacant LVN II BIL	$ 6,059	40%	6	67%	$ 24,328	A, B, C, F, G	**JUSTIFICATION OF FRINGE BENEFIT RATE:** Benefits include health insurance, workers compensation, unemployment, OASDI, unfunded liability, and retirement. **Duties and Responsibilities:** LVN has been assigned to contact tracing for STI cases, COVID cases, and other infectious diseases that may arise (e.g. mpox). Monitor CalREDIE and input data into CalREDIE.
1.3	Amy Condie, PHN III	$ 9,351	2%	6	56%	$ 1,749	A, B, C, D, E, F, G, H	**JUSTIFICATION OF FRINGE BENEFIT RATE**: Benefits include health insurance, workers compensation, unemployment, OASDI, unfunded liability, and retirement. **Duties and Responsibilities:** PHN III will assist with prevention, prep or post exposure prophylaxis; education regarding testing availability; workforce development and training; contact tracing; monitor CalREDIE and input data into CalREDIE; and develop policies and procedures to support outbreak response.
1.4	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.5	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.6	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.7	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.8	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.9	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.10	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.11	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.12	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.13	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.14	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.15	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.16	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.17	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.18	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.19	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.20	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.21	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.22	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.23	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.24	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.25	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.26	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.27	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.28	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.29	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
1.30	Position Title/Classification	$ -	0%	0	0%	$ -		Duties and Responsibilities:
					1. PERSONNEL SUBTOTAL	**$ 39,192**		

2 OPERATING EXPENSES *(Description: Costs incurred by the LHJ to support the completion of one or more Grant Activities.)*

	Item Name	Cost Per Item	Number of Items	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
2.1	Communications	$ 422	1	$ 422		Phone services to support contact tracing and case management.
2.2	Facilities	$ 895	1	$ 895		Rent/lease of structure, maintenance of structure, utilities, janitorial services, disposal services, cleaning supplies. 0.62 FTE x 174 sq. ft. x $1 per sq ft x 12 months = $2,923.20
2.3	Copier	$ 11	1	$ 11		Printer/copier to support contact tracing and case management.
2.4	Office supplies	$ 829	1	$ 829		General supplies (i.e. paper, pens, pencils, notebooks, folders, tape, paper clips, toner, etc.).
2.5	Medical Supplies - testing/diagnosis	$ 430	6	$ 2,580		Rapid test kits and controls for HCV, HIV, and syhillis.
2.6	Health Education	$ 173	1	$ 173		Pamphlets, fact sheets and printing.
2.7	Item Name	$ -	0	$ -		
2.8	Item Name	$ -	0	$ -		
2.9	Item Name	$ -	0	$ -		
2.10	Item Name	$ -	0	$ -		
2.11	Item Name	$ -	0	$ -		
2.12	Item Name	$ -	0	$ -		
2.13	Item Name	$ -	0	$ -		
2.14	Item Name	$ -	0	$ -		
2.15	Item Name	$ -	0	$ -		
2.16	Item Name	$ -	0	$ -		
2.17	Item Name	$ -	0	$ -		
2.18	Item Name	$ -	0	$ -		
2.19	Item Name	$ -	0	$ -		
2.20	Item Name	$ -	0	$ -		
2.21	Item Name	$ -	0	$ -		
2.22	Item Name	$ -	0	$ -		
2.23	Item Name	$ -	0	$ -		
2.24	Item Name	$ -	0	$ -		
2.25	Item Name	$ -	0	$ -		
2.26	Item Name	$ -	0	$ -		
2.27	Item Name	$ -	0	$ -		
2.28	Item Name	$ -	0	$ -		
2.29	Item Name	$ -	0	$ -		
2.30	Item Name	$ -	0	$ -		
				2. OPERATING EXPENSES SUBTOTAL	**$ 4,910**	

3 MAJOR EQUIPMENT *(Description: Any equipment purchase exceeding $5,000 necessary for the completion of one or more Grant Activities.)*

	Unit Name	Cost Per Unit	Number of Units	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
3.1	Item Name	$ -	0	$ -		
3.2	Item Name	$ -	0	$ -		
3.3	Item Name	$ -	0	$ -		
3.4	Item Name	$ -	0	$ -		
3.5	Item Name	$ -	0	$ -		
3.6	Item Name	$ -	0	$ -		
3.7	Item Name	$ -	0	$ -		

3.8	Item Name	$ -	0	$ -	
3.9	Item Name	$ -	0	$ -	
3.10	Item Name	$ -	0	$ -	
			3. MAJOR EQUIPMENT SUBTOTAL	**$ -**	

4 TRAVEL *(Description: Travel expenses for trainings or conferences related to one or more Grant Activities. Reimbursement for necessary travel, meals, and incidentals will follow the current rates established by the California Department of Human Resources (CalHR))*

	Item Name	Rate	Number of People/ Miles/Nights/Days	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
4.1	Mileage	$ -	0	$ -		
4.2	Conference Registration Fees	$ -	0	$ -		
4.3	Airfare Fees	$ -	0	$ -		
4.4	Lodging Fees	$ -	0	$ -		
4.5	Per Diem Fees	$ -	0	$ -		
4.6	Training Fees	$ -	0	$ -		
4.7	Item Name	$ -	0	$ -		
4.8	Item Name	$ -	0	$ -		
4.9	Item Name	$ -	0	$ -		
4.10	Item Name	$ -	0	$ -		
			4. TRAVEL SUBTOTAL	**$ -**		

5 SUBCONTRACTORS I *(Description: Any agreement with a nonprofit community-based organization or nonprofit healthcare provider (e.g., CBO, community clinic, federally qualified health center [FQHC]) to complete one or more Grant Activities. Each subcontractor must complete the subcontractor budget template included in this document.)*

	Subcontractor Name	Type of Organization	Subcontractor Selection Method	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
5.1				$ -		
5.2				$ -		
5.3				$ -		
5.4				$ -		
5.5				$ -		
5.6				$ -		
5.7				$ -		
5.8				$ -		
5.9				$ -		
5.10				$ -		
				5. SUBCONTRACTORS I SUBTOTAL	**$ -**	

6 SUBCONTRACTOR II *(Description: Any agreement with a for profit organization (e.g., consultants, jail medical services contractors, private organizations, etc.) to complete one or more Grant Activities. Each subcontractor must complete the subcontractor budget template included in this document.)*

	Subcontractor Name	Type of Organization	Subcontractor Selection Method	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
6.1				$ -		
6.2				$ -		
6.3				$ -		
6.4				$ -		
6.5				$ -		
6.6				$ -		
6.7				$ -		
6.8				$ -		
6.9				$ -		
6.10				$ -		
				6. SUBCONTRACTORS II SUBTOTAL	**$ -**	

7 OTHER *(Description: Expenses not categorized under previous budget sections. The unit of measure will vary based on the item or service.)*

	Item Name	Cost per Item	Number of Items	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
7.1	Item Name	$ -	0	$ -		
7.2	Item Name	$ -	0	$ -		
7.3	Item Name	$ -	0	$ -		
7.4	Item Name	$ -	0	$ -		
7.5	Item Name	$ -	0	$ -		
7.6	Item Name	$ -	0	$ -		
7.7	Item Name	$ -	0	$ -		
7.8	Item Name	$ -	0	$ -		
7.9	Item Name	$ -	0	$ -		
7.10	Item Name	$ -	0	$ -		
				7. OTHER SUBTOTAL	**$ -**	

8 INDIRECT COST RATE *(Description: The Indirect Cost Rate (ICR) must not exceed the approved negotiated rate for the LHJ for the fiscal year. The ICR applied to this budget is for total personnel costs.)*

	ICR	Total Cost	Grant Activities Reference	Description of Expense (Provide a detailed description of how this budget line directly supports the Grant Activities)
8.1	25.00%	$ 9,798	N/A	Explanation should detail what costs are built into the Indirect Cost Rate.
		8. ICR SUBTOTAL	**$ 9,798**	

9 BUDGET GRAND TOTAL (Description: The sum of direct and indirect costs.)

		TOTAL	
9.1		$ 53,900	

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

1. Service Overview

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. CDC states in the STI Treatment Guidelines that "diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia." Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP (Katz et al, 2016). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of STI prevalence in homeless adults identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

Confidential - Low

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfected with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

The Grantee must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by the California Department of Public Health (CDPH)/STD Control Branch (STDCB). CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, when possible, notification of such changes shall be made 30 days prior to implementation. Any updates to the Grant Activities or additional guidance can be found at the STI/HCV Local Assistance Funding SharePoint site.

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2. **Service Location**

   The services shall be performed at applicable facilities within the Grantee's jurisdiction.

3. **Service Hours**

   The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. **Project Representative**

   The project representative for the DIS Workforce Development Grants at CDPH/STDCB is Adriana Cervantes at Adriana.Cervantes@cdph.ca.gov.

5. **Services to be Performed**

   See the attached Grant Activities as follows for a description of the services to be performed.

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Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
A. Required Activity Scale-up implementation of prevention: doxycycline as pre- or post- exposure prophylaxis (doxy-PEP), HIV PEP/PrEP, vaccines to prevent mpox. Allowable activities can include the following: • Purchase of medications, including starter packs for doxy-PEP or HIV PEP/PrEP, and mpox vaccine or other preventative medications or vaccines that become available. • Development and implementation of patient and provider education and communication materials. • Monitoring and evaluation activities including information system improvements to allow for collection of data about doxy-PEP implementation.	**A. Required Data Collection**: • Number of individuals receiving doxyPEP • Number of individuals receiving HIV PrEP and HIV PEP • Number of individuals receiving vaccines • Patient education or training materials developed or distributed	07/01/25 – 06/30/30 Reported at least annually

B. Required Activity
Increase awareness of and access to testing for people at risk for STIs, HIV, HCV, and mpox and other emerging infections for at risk populations.
	B. Required Data Collection
	• Number of self-tests (over the counter) ordered/number distributed
	• Number of CLIA-waived tests performed by specific infection (e.g., syphilis/HIV/HCV)
	• For CLIA-waived tests:
	  • Number of CLIA-waived positive tests/total, number of CLIA-waived tests performed, by test type (STI/HCV/HIV)
	  • Number of individuals initiating treatment/total number of positive individuals for whom treatment was indicated, by specific infection
	• When possible, stratify the above data points by gender identity, sexual orientation, and sex assigned at birth
		07/01/25 – 06/30/30
		
		Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
C. Required Activity Maintain the workforce through hiring or retention of disease investigation staff and supervisors, PH nursing or other clinical staffing, epidemiological staff and other roles that support successful disease prevention, treatment, investigation and partner services focusing on disease prevention, treatment and investigation. Closely monitor surveillance and respond to disease trends by providing disease investigation and clinical consultation or expertise to ensure timely STI/HIV/HCV/mpox prevention, treatment and partner notification & services and rapidly respond to changing disease trends or outbreaks.	**C. Required Data Collection** • Number of full-time equivalents funded, by staff type • Number of individuals hired, rehired or able to be retained with these funds • Complete surveys and other requests from CDPH for workforce assessments, and retention measures	07/01/25 – 06/30/30 Reported at least annually
D. Required Activity Incorporate a focus on diversity, health equity, and inclusion by delineating goals for hiring, retention and training a diverse workforce across all levels who are representative of and have language competence for the local communities they serve.	**D. Required Data Collection** • Description of how LHJ will retain, or recruit DIS and other support staff from impacted communities • Description of training plan for new DIS that maximizes opportunities for a diverse workforce across all levels	07/01/25 – 06/30/30
E. Required Activity Train new and existing staff in core public health competencies for STI, HIV, HCV, and mpox disease investigation, case definition, appropriate treatment and prevention with DoxyPEP, HIV PEP/PrEP, vaccines or other preventative medications or vaccines that become available.	**E. Required Data Collection** • Number of DIS and managers completing CDPH HIV PrEP/PEP and doxy PrEP/PEP module (LCB webinar Oct 14, 2025, or asynchronous module available Nov 2025) / total number of all disease investigators and managers • Number of disease investigators and managers that have completed CDPH DIS advisorship/total number of disease investigators • Annual list of trainings completed by disease investigation and support staff regardless of funding source, including CDPH advisorship, and any other trainings for STIs/HIV/HCV/mpox	07/01/25 – 06/30/30 Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
F. Required Activity Monitor data, clear backlogged STI/HIV/HCV and mpox cases and respond to emerging infectious diseases. Support timely and effective response to incident infections and outbreaks for STI/HIV/HCV and mpox and emerging infectious diseases.	**F. Required Data Collection** • Percent of pregnant syphilis cases that were open >45 days • Percent of non-pregnant syphilis cases, including males, that were open >30 days • Percent of disseminated gonococcal infections that were open >14 days • Number and percent of infants 2-36 months of age with a HCV RNA positive result for which a Perinatal Hepatitis C Case Report Form (CDPH 8704) was not submitted in CalREDIE with a Process Status of "Closed by LHD" within 60 days of the Episode Date • Number and percent of infants 18-36 months of age with a reactive HCV antibody result and no known RNA at the time of initial case report who did not receive RNA testing within 60 days of the HCV antibody episode date • Number and percent of acute hepatitis C cases for which an Acute Hepatitis C Case Report Form (CDPH 8703) was not submitted in CalREDIE with a Process Status of "Closed by LHD" within 60 days of the Episode Date (Target: <10 percent) • Percent of pregnant people with HIV cases open >30 days • Percent of infants exposed to HIV in-utero that were open >30 days • Percent of acute HIV cases open >30 days • Description of outbreak detection and response activities	07/01/25 – 06/30/30 Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Activities	Performance Indicators	Timeline
G. Required Activity Input data into CalREDIE, CalCONNECT, or other surveillance or case management database approved by CDPH to monitor project outcomes, including data specific to all stages of syphilis and complications including neuro ocular or oto syphilis; congenital syphilis; disseminated or antibiotic-resistant gonococcal infection; HIV; HCV; mpox and other emerging STIs.	**G. Required Data Collection** • Complete data elements as required (specific to disease process)	07/01/25 – 06/30/30
H. Optional Activity Establish and update policies as needed to support adaptable, agile and timely outbreak response efforts, including outbreak detection.	• Updated policies provided	07/01/25 – 06/30/30
I. Optional Activity Increase access to trainings and materials for providers and for outreach to people at risk for STI/HIV/HCV/mpox.	• Number of training sessions performed, with number of attendees present • Number of providers receiving resources • Number and type of resources distributed to people at risk for STIs (educational materials and/or safer sex supplies)	07/01/25 – 06/30/30 Reported at least annually

Grant Activities
Disease Intervention Specialist (DIS) Workforce Development

Summary of Required Reports and Data

Frequency	[1]Timeframe	[2]Deadline	Activities	Report Recipient
1. Annual 2. Final report after the grant ends (to be determined).	07/01/2025 – 06/30/2030	To be determined	CDPH will provide reporting template/survey for Grantees to complete.	To be determined

[1] Timeframe dates are subject to change and will not require an amendment to the Grant Agreement.
[2] Deadline dates are subject to change and will not require an amendment to the Grant Agreement.

State of California-Health and Human Services Agency

California Department of Public Health
1616 Capitol Ave., Suite 74.262
P.O. Box 997377, MS 1800
Sacramento, CA 95899-7377
www.cdph.ca.gov

Submit

GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.
Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: GovSuppliers@cdph.ca.gov or fax it to (916) 650-0110, or mail it to the address above.

Principal Government Agency Name: Tehama County Health Services Agency

Remit-To Address (Street or PO Box): P.O. Box 400

City: Red Bluff State: CA Zip Code+4: 96080

Government Type:
- ☐ City
- ☐ Special District
- ☐ Other (Specify)
- ☐ County
- ☐ Federal

Federal Employer Identification Number (FEIN): 94-6000543

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI$Cal ID# (if known)	Dept/Division/Unit Name	Complete Address
0000107032	Health Services Agency	PO Box 400 Red Bluff, CA 96080

Contact Person: Deanna Gee Title: Asst. Executive Director of Admin

Phone number: 530-528-3269 E-mail address: deanna.gee@tchsa.net

Signature: Deanna L Gee Date: 12/2/25

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Tehama County Health Services Agency	94-6000543

By (Authorized Signature)

Jayme A Bottke

Printed Name and Title of Person Signing

Jayme Bottke, Executive Director

Executed in the County of	Executed in the State of
Tehama	CA

Date Executed

12-16-25

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Tehama	94-6000543

By (Authorized Signature)

Jayme A Bottke

Printed Name and Title of Person Signing

Jayme Bottke, Executive Director

Date Executed	Executed in the County of
12-16-25	Tehama

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

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

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

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

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

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

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: California Department of Public Health

Contract Description: Grant agreement for the purposes of disease investigation and intervention workforce development.

APPROVED AS TO FORM:

By: Date: 12/1/2025

Andrew D. Plett
Deputy County Counsel

Tehama County

Agenda Request Form

File #: 25-2155 **Agenda Date:** 12/30/2025 **Agenda #:** 15.

PERSONNEL / HEALTH SERVICES AGENCY

Requested Action(s)
a) Request approval to reclassify one (1.00) full-time Office Assistant II to Health Services Assistant I, one (1.00) Extra-Help Office Assistant II to Extra-Help Health Services Assistant I, and one (1.00) Extra-Help Office Assistant III to Extra-Help Health Services Assistant II, effective 1/1/26

Financial Impact:
The increased financial impact was reflected in the financial impact section for item #25-1988. This item is a corrective action to revise the number of reclassifications.

Background Information:
The Health Services Agency is requesting to reclassify one (1.00) full-time Office Assistant II to Health Services Assistant I, one (1.00) Extra Help Office Assistant II to Extra Help Health Services Assistant I, and one (1.00) Extra Help Office Assistant III to Extra Help Health Services Assistant II. The Board approved new classification specifications, PAL changes and reclassifications for this series on December 9, 2025. However, afterwards it discovered there was an oversight in the number of incumbents in the Office Assistant classification series. One (1.00) full-time employee and two (2.00) Extra-Help employees were inadvertently missed in the previous item for reclassification purposes. Therefore, the Department requests all incumbents in the classification series are reclassified. This item is for corrective purposes only.

Tehama County

Agenda Request Form

File #: 25-2176 **Agenda Date:** 12/30/2025 **Agenda #:** 16.

ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair to sign the Agreement with the Los Molinos Chamber of Commerce for rent in the amount of $200 per month through 1/1/2026, at which time the rate shall increase to $250 per month for the use of the room identified as “Room #3” (306 square feet) located in the Los Molinos Veterans Hall, effective 8/1/25 and shall terminate 7/31/28 *(Subject to receipt of required insurance documentation)*

Financial Impact:
No fiscal impact.

Background Information:
During the term of this Agreement, the Los Molinos Chamber of Commerce shall operate a program to develop, encourage, promote and protect the agricultural, commercial, industrial, financial and general business interests of the unincorporated community of Los Molinos, thereby serving a public purpose for the County of Tehama.

PUBLIC BENEFIT PROGRAM AND LEASE AGREEMENT
BETWEEN THE COUNTY OF TEHAMA AND
THE LOS MOLINOS CHAMBER OF COMMERCE

This agreement is entered into between the County of Tehama (Lessor) and the Los Molinos Chamber of Commerce, a California nonprofit corporation, (lessee) for the operation of a public benefit program and the lease of one room in the Los Molinos Veterans Hall to be used to carry out the program.

1) OPERATION OF PUBLIC BENEFIT PROGRAM

During the term of this Agreement, Lessee shall operate a program to develop, encourage, promote and protect the agricultural, commercial, industrial, financial and general business interests of the unincorporated community of Los Molinos, thereby serving a public purpose of the County of Tehama. The Board of Supervisors of the County of Tehama hereby finds and determines that the premises leased hereunder will not be needed for county purposes during the term of this Agreement, and makes this property available to Lessee in furtherance of the program described above pursuant to Government Code section 26227.

2) DESCRIPTION OF LEASED PREMISES AND PERMISSIBLE USE

Lessor hereby leases to Lessee exclusive use of the room identified as "Room #3" (306 square feet) located on the main floor of the Los Molinos Veterans Hall at 7980 Sherwood Boulevard in Los Molinos, California, to be used for Lessee's regularly scheduled meetings and other Chamber office activities to carry out the program described in Section 1. At discretion of the Lessor, Lessee will be allowed to place one storage container on the property in a location, as designated by the County, that does not interfere with County or Los Molinos Veterans Hall activities. The County assumes no responsibility for any theft from or damage to the storage container or contents. Lessee shall conduct its activities on the premises in a manner that does not interfere with the use and quiet enjoyment of the Los Molinos Veterans Hall by the County or by any veteran's association using the Hall with the County's permission.

3) RENT

Rent in the amount of $200.00 per month until January 1, 2026, at which time the rate shall increase to $250.00 per month paid by check payable to "County of Tehama" in advance on or

before the first day of each month during the term of this agreement. Payment shall be delivered or mailed to the Lessor at the address in section 20 below.

4) TERM OF AGREEMENT

This agreement shall commence on August 1, 2025, with new rate in effect January 1, 2026 and continue for a period of three years, concluding July 31, 2028, unless terminated in accordance with section 4 below. In the event Lessee holds over and continues in possession of the premises after expiration of the term, Lessee's continued occupancy of the premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

5) TERMINATION OF AGREEMENT

Either party may terminate this agreement with 60 days' written notice. The County's right to terminate this agreement may be exercised by the Chief Administrator. No act of Lessor shall be construed as terminating this lease except written notice given by Lessor to Lessee advising Lessee that Lessor elects to terminate the lease. In the event Lessor elects to terminate this lease, Lessor may recover from Lessee any unpaid rent that had been earned at the time of termination of the lease.

6) SURRENDER OF PREMISES

On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the premises to Lessor in as good condition as they were upon the commencement of Lessee's occupancy hereunder, excluding reasonable wear and tear, and repairs required to be made by Lessor under this lease.

7) CARE AND MAINTENANCE

At the signing of this agreement, Lessee acknowledges the premises are in good, clean, safe, and rentable condition suitable for Lessee's use. Lessee agrees to maintain the premises in good order and repair during its tenancy. Lessor shall be responsible for basic maintenance and reasonable janitorial services, as well as for structural repairs required other than as a result of Lessee's action(s). Lessee shall give Lessor immediate notice of any deficiency requiring attention, such as roof leaks or electrical shorts. Lessee shall not make any repairs and have any repairs made to the premises without Lessor's express approval, and agrees to be responsible for any costs incurred by Lessor for repair or maintenance to the leased area as a result of Lessee's action(s), whether negligent or otherwise; normal wear and tear excepted.

8) ALTERATIONS/LIENS

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 removed from the leased premises at any time during the term hereof or within thirty (30) days after expiration or sooner termination of this Lease. Lessor shall have the option, however, on expiration or termination of this lease, of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from the premises, repairing any damage caused by such removal.

9) ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Agreement, any right or interest in this Agreement, or any right or interest in said premises without the prior written consent of Lessor. Neither shall Lessee sublet said premises or any part thereof or allow any other persons, other than Lessee's agents and servants, to occupy nor use said premises or any part thereof without the prior written consent of Lessor. A consent by Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

10) USE OF UTILITIES AND FACILITIES

Except as otherwise provided herein, Lessor shall pay all charges for the furnishing of electricity, gas, water, sewer, garbage pickup and disposal, and other public utilities to the Los Molinos Veterans Hall during the term of this lease. Lessee shall be responsible for charges for telephone, internet, and DSL service to the areas leased for Lessee 's exclusive use. Lessee shall be permitted to make commercially reasonable use of the building 's electricity, gas, water, sewer,

garbage pickup and disposal, and other public utilities and sanitary facilities without additional charge. Excessive use, as determined by County in its sole discretion, shall be grounds for termination of the Agreement.

11) ENTRY AND INSPECTION

Lessee shall allow Lessor or Lessor 's agent or authorized representative access to the leased premises at any time during normal business hours for the purposes of inspection, basic maintenance and janitorial services and to make such repairs, replacements or additions in, to, on and about the premises as Lessor or Lessor 's agent or authorized representative deems necessary or desirable.

12) INDEMNIFICATION

Lessee shall and hereby does indemnify, defend (with counsel satisfactory to the Lessor), and save harmless the County of Tehama, and its officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the premises and claims for damages or decreases in the value of any adjoining property. ("Indemnified Loss"). Indemnified Loss includes, without limitation, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Indemnified Parties, directly or indirectly arising from or related to the exercise by Lessee, its officers, employees, agents, or invitees, of the rights granted by this Agreement, or their use of the premises, or any other act or omission of the Lessee, including from any failure by Lessee to comply with the terms of this Agreement. Lessee's obligation to defend will commence immediately upon the assertion of any claim or demand for Indemnified Loss by or against the Indemnified Parties that is tendered to Lessee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding this foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Indemnified Parties. Lessee's indemnification and defense obligations under this Section shall survive the termination or expiration of this Agreement.

13) INSURANCE REQUIREMENTS

Lessee 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 Lessee's use of or occupancy of the premises. At a minimum, Lessee shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below. Commercial General Liability - $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 location. All such insurance coverage shall be provided on an "occurrence" basis, rather than a "claims made" basis. The policy shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured party. The certificate holder shall be "County of Tehama." Verification of Coverage Contractor shall furnish Lessor with original certificates and endorsements affecting coverage required herein. All certificates and endorsements shall be received and approved by the Lessor prior to Lessor signing this agreement and on an annual basis thereafter for as long as Lessee occupies the premises. The Lessor 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.

14) 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.

15) INCIDENTAL USE

By approving this contract, the Board of Supervisors finds that the use of the premises as set forth herein is incidental to, and does not interfere with, the primary use of the Los Molinos Veterans Hall by veterans and veterans' associations.

16) REVENUE AND TAXATION CODE SECTION 107.6 POSSESSORY INTEREST NOTICE

Lessee is hereby advised that this Agreement may create a possessory interest subject to property taxation, and that Lessee, as the party in whom the possessory interest is vested, may be subject to the payment of property taxes levied on the interest. Lessee is encouraged to contact the Tehama County Assessor to determine whether a taxable possessory interest has been created,

and whether lessee is required to pay property tax upon that interest. Any such property tax shall be solely the responsibility of Lessee.

17) WASTE OR NUISANCE

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 not keep or generate hazardous substances about the premises. Lessee shall not engage in or permit any activity or condition which will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents.

18) NON-DISCRIMINATION

Lessee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Fair Employment Practice Act beginning with Government Code section 12900 and Labor Code section 1735, Title VII of The Civil Rights Act of 1964, The Civil Rights Act of 1990, The Americans With Disabilities Act of 1990, and California Title 24.

19) RELATIONSHIP OF THE PARTIES

Lessee and Lessor hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this Agreement, each party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this Agreement between Lessee and Lessor. Neither Lessee nor the Lessor, nor any other person or entity performing services on behalf of either party pursuant to this Agreement, will have any right or claim against the other party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other party.

20) 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 Lessor: Gabriel Hydrick, Chief Administrator

County of Tehama
727 Oak Street
Red Bluff, CA 96080
(530) 527-4655

If to Lessee: Kevin Benson, Sr., President

Los Molinos Chamber of Commerce
P.O. Box 334
Los Molinos, CA 96055
(530) 384-2251

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

21) ENTIRE AGREEMENT

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.

22) 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.

23) COMPLIANCE WITH LAWS AND REGULATIONS

Lessee shall comply with and conform to all laws and regulations, municipal, state and federal, and any and all requirements and orders of any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the premises throughout the entire term of this Lease.

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

LESSOR:

Date: _____ _____

Matt Hansen, Chair, Tehama County Board of Supervisors

LESSEE:

Date: _____ _____

Kevin Benson, Sr., President, Los Molinos Chamber of Commerce

The following information is required for the agreement to be approved:

_____

Contractor Number

_____

Vendor Number

_____

Budget Account Number

_____

Vendor/Contractor email address

_____

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 continuous 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 claim 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 respect to 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 affecting 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.

E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: Los Molinos Camber of Commerce

Contract Description: For the purpose of the use of “Room #3” for regularly scheduled meetings and other Chamber activities

APPROVED AS TO FORM:

Date: 12/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2104 **Agenda Date:** 12/30/2025 **Agenda #:** 17.

COMMITTEES & COMMISSIONS

Requested Action(s)
a) COMMUNITY ACTION TRIPARTITE ADVISORY BOARD - One (3) three-year appointment to fill the expired term of Andrea Martin as a Low-income representative with the new term expiring 12/31/2028 (Interested person: Andrea Martin)

b) COMMUNITY ACTION TRIPARTITE ADVISORY BOARD - One (3) three-year appointment to fill the expired term of Laura Sullivan as a Private Sector representative with the new term expiring 12/31/2028 (Interested person: Laura Sullivan)

Financial Impact:
None.

Background Information:
None.

P.O. Box 8263 • 310 South Main Street • Red Bluff, CA 96080
t (530) 527-6159 • f (530) 527-4365
www.tehamacountyCAA.org

TO: CLERK OF THE BOARD

FROM: Honey Touvell
Program Manager

RE: COMMUNITY ACTION AGENCY TRIPARTITE BOARD REAPPOINTMENTS

At the November 20th, 2025 meeting of the Tehama County Community Action Agency Tripartite Board, the board voted to reappoint:

Director Andrea Martin to a three (3) year term, set to begin 1/1/2026 and terminate 12/31/2028, as a low-income representative.

Director Laura Sullivan to a three (3) year term, set to begin 1/1/2026 and terminate 12/31/2028, as a private representative.

Please call me if you have any questions.

Respectfully Submitted,

Honey Touvell
Program Manager
530-528-4111
Tehama County Community Action Agency

Tehama County

Agenda Request Form

File #: 25-2156 **Agenda Date:** 12/30/2025 **Agenda #:** 18.

ADMINISTRATION

Requested Action(s)
a) Request approval and authorization for the Chairman to sign the Certification Statement regarding composition of the Local Child Care Planning Council (LPC) 2026 membership
Financial Impact:
There is no direct financial impact on the County.

Background Information:
The annual certification of LPC membership is to be submitted to the state yearly with signatures from the Local Child Care Planning Council Chair, Board of Supervisors, and Superintendent.

CERTIFICATION STATEMENT REGARDING COMPOSITION OF LPC MEMBERSHIP

Due Annually on March 15
Return to: lpc@dss.ca.gov

COUNTY NAME Tehama	
COUNTY LPC COORDINATOR Kayla Diehl	COORDINATOR EMAIL kdiehl@tehamaschools.org

Membership Categories:

20% Consumers (Defined as a parent or person who receives, or who has received within the past 36 months, child care services.)

NAME OF REPRESENTATIVE Heidi Mendenhall	
ADDRESS 12605 Black Court Red Bluff, CA 96080	PHONE NUMBER (530) 902-2276
APPOINTMENT DATE 01/05/2021	APPOINTMENT DURATION 3 Years
NAME OF REPRESENTATIVE Vacant	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Child Care Providers (Defined as a person who provides child care services or represents persons who provide child care services.)

NAME OF REPRESENTATIVE Tori Prest	
ADDRESS 220 Sycamore St Red Bluff, Ca 96080	PHONE NUMBER (530) 529-1500
APPOINTMENT DATE 04/05/2022	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE Kristina Johnson	
ADDRESS 22501 Cloud Creek Place Cottonwood Ca 96022	PHONE NUMBER (530) 276-3768
APPOINTMENT DATE 04/24/2023	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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APPOINTMENT DATE	APPOINTMENT DURATION
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NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Public Agency Representative (Defined as a person who represents a city, county, or local education agency.)

NAME OF REPRESENTATIVE Lisa DeFonte	
ADDRESS 1135 Lincoln St Red Bluff, Ca 96080	PHONE NUMBER (530) 528-7245
APPOINTMENT DATE 02/28/2023	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE Loreina Santana	
ADDRESS 900 Palm St #7402 Red Bluff, Ca 96080	PHONE NUMBER (530) 527-8581
APPOINTMENT DATE 09/09/2021	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
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APPOINTMENT DATE	APPOINTMENT DURATION

20% Community Representative (Defined as a person who represents an agency or business that provides private funding for child care services, or who advocates for child care services through participation in civic or community-based organizations but is not a child care provider or CDE funded agency representative.)

NAME OF REPRESENTATIVE Faustina Urrutia Lopez	
ADDRESS 20875 Woodlawn Ave Red Bluff, Ca 96080	PHONE NUMBER (530) 375-7982
APPOINTMENT DATE 04/30/2024	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE Vacant	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
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ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION

20% Discretionary Appointees (Appointed from any of the above categories or outside of these categories at the discretion of the appointing agencies.)

NAME OF REPRESENTATIVE Barbara Weaver	
ADDRESS 1135 Lincoln St Red Bluff Ca	PHONE NUMBER (530) 528-7321
APPOINTMENT DATE 07/08/2025	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE Vacant	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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APPOINTMENT DATE	APPOINTMENT DURATION

Authorized Signatures

We hereby verify as the authorized representatives of the county board of supervisors (CBS), the county superintendent of schools (CSS), and the Local Child Care and Development Planning Council (LPC) chairperson that as of 12/10/2025, the above identified individuals meet the council representation categories as mandated in AB 131 (Chapter 116, Statutes 2021; Welfare and Institutions Code Section 260). Further, the CBS, CSS, and LPC chairperson verify that a good faith effort has been made by the appointing agencies to ensure that the ethnic, racial, and geographic composition of the LPC is reflective of the population of the county.

Authorized Representative – County Board of Supervisors

SIGNATURE	DATE	PHONE NUMBER

Authorized Representative – County Superintendent of Schools

SIGNATURE	DATE	PHONE NUMBER
	12.15.25	530-528-7323

Local Child Care Planning Council Chairperson

SIGNATURE	DATE	PHONE NUMBER
	12/12/25	530-528-7840

Tehama County

Agenda Request Form

File #: 25-2194 **Agenda Date:** 12/30/2025 **Agenda #:** 19.

COMMITTEES & COMMISSIONS

Requested Action(s)
a) LOCAL CHILD CARE PLANNING COUNCIL - One (1) appointment to fill the expired term of Tori Prest, with new said term set to expire 12/31/2029
(Interested Person: Tori Prest)

b) LOCAL CHILD CARE PLANNING COUNCIL - One (1) appointment to fill the expired term of Lisa DeFonte, with new said term set to expire 12/31/2029
(Interested Person: Lisa DeFonte)

Financial Impact:
There is no financial impact.

Background Information:
The Local Child Care Planning Council is comprised of ten members, five are appointed by the Board of Supervisors and five are appointed by the Superintendent of Schools, and serve three-year terms.

Northern California Child Development, Inc.
Head Start & Early Head Start Programs
220 Sycamore St., Suite 200, Red Bluff, CA 96080
(530) 529-1500 FAX: (530) 529-1560
www.nccdi.com
Enrich children's lives; Empower families; Engage our community

Executive Director
Northern California Child Development, Inc.
220 Sycamore Street, Suite 200
Red Bluff, CA 96080
tprest@nccdi.com
530-529-1500

December 3, 2025

Dear Mrs. Diehl, Board of Supervisors and LPC,

I am writing to express my continued interest in serving as an active member of the Local Child Care Planning Council. It has been a privilege to participate in the collaborative work of the Council, and I would be honored to remain engaged as we move into the coming year.

NCCDI's Head Start and Early Head Start programs share many of the LPC's priorities, including strengthening access to high-quality early learning, supporting the childcare workforce, and ensuring that community planning reflects the needs of families. Remaining an active member allows our program to contribute on-the-ground perspective from the families we serve, data-informed insights from our ongoing assessments, and a long-standing commitment to equitable early childhood services in Tehama County.

Continued participation also brings significant value to Head Start. The LPC's broad view of local system needs, trends, and legislative shifts informs our own planning, strategic decisions, and partnership development. Collaboration with the Council strengthens our ability to align efforts, avoid duplication, and advocate effectively for the needs of children and families across the county.

I appreciate the opportunity to support the work of the LPC and would welcome continued involvement in its initiatives, discussions, and committees. Please let me know if any additional information or documentation is needed to maintain my membership.

Thank you for your leadership and for the meaningful work the Council continues to advance.

Sincerely,

Tori Prest
Executive Director
Northern California Child Development, Inc.

Local Child Care Planning Council of Tehama County

Red Bluff, CA 96080

Dear Members of the Council,

I am writing to formally express my intent to continue serving on the Local Child Care Planning Council for the upcoming term. It has been an honor to contribute to the council's mission of strengthening early childhood education and supporting the needs of children, families, and providers in our community.

During my time on the council, I have valued the opportunity to collaborate with fellow members, engage in thoughtful planning, and help advance ideas that improve access, quality, and equity in child care. I remain committed to supporting this work and to actively participating in meetings, subcommittees, and related responsibilities.

I appreciate the council's ongoing efforts and would welcome the opportunity to continue contributing my experience and perspective. Thank you for considering my request to remain on the council. Please let me know if any additional documentation or steps are required.

Sincerely,

Lisa DeFonte

Tehama County

Agenda Request Form

File #: 25-2198 **Agenda Date:** 12/30/2025 **Agenda #:** 20.

APPROVAL OF MINUTES

Requested Action(s)

a) Waive the reading and approve the minutes of the regular meetings held:

1) 11/18/2025
2) 11/25/2025
3) 12/09/2025

Financial Impact:

None

Background Information:

None

Tehama County
Tuesday, November 18, 2025 9:00 AM
Board of Supervisors
Meeting Minutes

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

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Vice Chair Tom Walker, and Chairperson Matt Hansen

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

A resident led a prayer and commented about the District 3 vacancy.

A resident commented about Item #16 and asked that it be given more discussion.

A resident commented about a pothole on Evergreen Road and bringing business into the County.

A resident commented about the District 3 vacancy and mental health.

A resident commented that she is against silencing the microphone on other speakers, and flooding in her area. She further commented about the District 3 vacancy.

A resident commented about her employment contract not being renewed and the process of making the decision on her contract.

A resident commented about the District 3 vacancy and law enforcement.

A resident commented about the expiration of the Public Guardian contract and potential consolidation of the Public Guardian. She further commented about the current interim Public Guardian.

A resident commented about groundwater and a well mitigation program.

A resident commented about the Red Bluff parade and the District 3 vacancy.

A resident read a Bible passage.

A resident commented about how there was no flag flying at the Courthouse on Veterans Day.

A resident commented about the holiday season and complimented Rolling Hills Casino on their annual turkey drive.

A resident commented about the District 3 vacancy.

ANNOUNCEMENT OF AGENDA CORRECTIONS

Item #35 was pulled and moved to the November 25th Board meeting.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

27. CLOSED SESSION **25-1592**

a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)
Title: Part One of the Health Services Agency Director Annual Performance Evaluation Process

Reportable Action: Part 1 of the Evaluation was completed

28. CLOSED SESSION **25-1790**

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Pati Nolen
Agency claimed against: Tehama County

Reportable Action: This item was continued to the November 18th Board meeting

29. CLOSED SESSION **25-1860**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

Reportable Action: The Board voted 4/0 to retain the law firm Maire and Deedon for this case

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - Meets tomorrow.

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - Has not met.

Public Safety Tax Initiative Working Group (Burroughs, Jones) - Met yesterday and discussed polling.

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Met Nov. 3rd, discussed the County's nepotism policy.

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - Discussed Baker Road and tax initiatives.

Rent Control Ordinance Ad Hoc (Jones, VACANT) - Met Nov. 17th.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - Farm City Night, Meals on Wheels Trivia Night.

Supervisor Burroughs - Trindel Public Works event, Groundwater Commission, Transportation Commission, presented at Meteer School and Lake CA.

Supervisor Walker - Downtown Red Bluff Business Association, Empower Tehama fundraiser, Trindel Public Works event, Flood Control & Water Conservation District.

Supervisor Hansen - Trindel Public Works event, Empower Tehama fundraiser, Farm City Night, Expect More Tehama summit, Flood Control & Water Conservation District.

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Social Services Director Bekkie Emery commented about the Meals on Wheels Trivia Night raising over $15,000 dollars and she thanked the sponsors. Ms. Emery further announced that the Rotten Tomatoes team won the Trivia Night and that this event supports over 20,000 meals served. Ms. Emery further announced that CalFresh benefits have gone out to all beneficiaries.

Air Pollution Control District Director Joe Tona thanked Building Official Patrick Ewald for allowing his department access to the building permit system to expedite processes.

Agriculture Director Tom Moss announced Ag Producer Day at the Fairgrounds in partnership with the Ag Extension and the Farm Bureau.

Administrative Services Director Tom Provine gave an update on the Newville Bridge discussions with Caltrans. Mr. Provine further discussed a grant application submitted by the Resource Conservation District to assist with erosion at the Woodson Bridge boat ramp. He further commented about flooding from the recent storms and possible improvements to infrastructure.

Chief Administrator Gabriel Hydrick announced that Ridgeway Park has a new WiFi hotspot and commented about the how smoothly the November 4th Special Election ran and thanked the staff and poll workers for their time. Mr. Hydrick further announced improvements to the Plot Plan review process and the Baker Road improvement agreement with the City. Mr. Hydrick also announced a new art display at the Administration building.

Clerk & Recorder Sean Houghtby reported on the November 4th Special Election and thanked staff and the poll workers for their assistance.

CONSENT AGENDA

A motion was made by Vice Chair Walker, seconded by Supervisor Jones, to approve the Consent Agenda. The motion carried by the following vote:

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

1. GENERAL WARRANT REGISTER - 10/12/25 - 11/01/25 **25-1932**

2. AUDITOR'S CLAIMS **25-1966**

a) Court Operations, 2026-53221, Benjamin E Magid, $3,840.00
b) Court Operations, 2026-53221, Benjamin E Magid, $7,663.15

3. DISTRICT ATTORNEY **25-1991**

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

b) AGREEMENT- Request approval and authorization for the District Attorney to enter into the Grant Award Agreement for the 2025 Victim Witness Assistance Program Grant and all related documents with the California Emergency Management Agency in the amount of $334,113

Enactment No: MISC. AGR 2025-321

4. ENVIRONMENTAL HEALTH **25-1851**

a) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-14 - From Operating Transfer In (4011-4712205) to Contingency (1109-59000), $10,000; and from Contingency (1109-59000) to Computers (4011-57603), $10,000 **(Requires 4/5's vote)**

5. ENVIRONMENTAL HEALTH **25-1951**

a) RESOLUTION - Request adoption of a resolution authorizing the Director of Environmental Health to apply for and act on behalf of Tehama County to secure Enforcement Assistance Grant funds (Waste Tire Enforcement) from Department of Resources Recycling and Recovery (CalRecycle) for the 33rd cycle to be used for Surveillance Inspection of Tire Facilities, Outreach and Enforcement programs in the amount of $23,440, for the period of 7/1/26 to 6/30/27

Enactment No: RES NO. 2025-095

7. FIRE **25-1933**

a) AGREEMENT (2025-322) / RESOLUTION (2025-100) - Request approval and authorization for the Fire Chief to sign and execute Grant Agreement #7FG25116, and adoption of a Resolution signed by the Chair and a member of the Board, with the Department of Forestry and Fire Protection relative to disbursement of Volunteer Fire Capacity funds for the purchase of PPE with the maximum amount not to exceed $20,000, effective upon the last signatory date and shall terminate 8/31/26

Enactment No: MISC. AGR 2025-322
Enactment No: RES NO. 2025-100

9. TEHAMA COUNTY COMMUNITY ACTION AGENCY **25-1948**

a) AGREEMENT - Request approval and authorization for Tehama County Community Action Agency ex officio Executive Director Bekkie Emery to sign Subaward A25-0006-S008 with Chico State Enterprises, on behalf of the Area 3 Agency on Aging for the provision of the Meals on Wheels program in an amount not to exceed $413,835, effective 7/1/25 through 6/30/26

Enactment No: MISC. AGR 2025-323

10. DEPARTMENT OF AGRICULTURE **25-1938**

a) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to sign Cooperative Agreement Number 25-0054-000-SA with the California Department of Food and Agriculture for the provision of inspection services relating to advertising and labeling of petroleum and automotive products in an amount not to exceed $1,575, effective 7/1/25 and shall terminate 6/30/26

Enactment No: MISC. AGR 2025-324

11. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES **25-1949**

a) AGREEMENT - Request approval and authorization for the Director of Animal Services to sign the Agreement with Valley Vet Clinic RB, Inc., for the purpose of providing dog and cat spay and neuter services for the amounts as listed with a maximum amount not to exceed $100,000, effective 11/1/25 and shall terminate 10/31/26

Enactment No: MISC. AGR 2025-325

12. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES **25-1894**

a) TRANSFER OF FUNDS: ANIMAL SERVICES, B-19 - From Misc. Grants (2078-466081) to Contingency (1109-59000), $18,947.12; and From Contingency (1109-59000) to Medical Expense (2078-53190), $3,460.68; to Professional Services (2078-53230), $11,031.25; to Household Expense (2078-53140), $50.51; and to Extra Help (2078-51011), $4,404.68 **(Requires 4/5's vote)**

14. ADMINISTRATION **25-1749**

a) Declare the following vehicles to be surplus County property:

1) AG EXTENSION - 2005 Ford F-150, VIN # 1FTRF14W75NA85455, County Inventory #25454, Stock #508
2) FACILITIES MAINTENANCE - 2006 Ford Escape, VIN # 1FMYU92Z56KC50169, County Inventory #25391, Stock #399

b) Request authorization for Administration/Purchasing to dispose of the property in the manner that provides the highest possible return to the County

15. ADMINISTRATION **25-1979**

a) AGREEMENT - Request approval and authorization for the Chair to sign Amendment with Mid Pacific Engineering (Agreement #134PA25) for the purpose of providing on-call materials testing and special inspection services, for the new Tehama County Corrections Re-entry Project, thereby adding an additional $15,000, for a total maximum compensation to not exceed $65,000

Enactment No: MISC. AGR 2025-326

17. PROBATION **25-1461**

a) Request to declare twenty one (21) used Glock 23 Gen 3 and Gen 4 .40 caliber handguns; one (1) used Glock 22 Gen 3 .40 caliber handgun; one (1) used Glock 27 Gen 3 .40 caliber handgun, and associated accessories, as surplus County property, and authorize the Purchasing Agent to dispose of the handguns in the manner most advantageous to the County

18. PROBATION **25-1895**

a) TRANSFER OF FUNDS: PROBATION, B-17, from Salary & Wages (2037-51010) $5,000.00, to Extra Help (2037-561011) $5,000.00 **(Requires 4/5's vote)**

19. PROBATION **25-1896**

a) TRANSFER OF FUNDS: PROBATION; B-16 - from CalAIM (2036-4505724), to Contingency (2002-59000), $46,150.27; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), $46,150.27 **(Requires a 4/5's vote)**

20. CLERK OF THE BOARD **25-1976**

a) RESOLUTION - Request adoption of the resolution approving the adoption of the Conflict of Interest Code for Sky View County Water District
Enactment No: RES NO. 2025-096

21. CLERK & RECORDER / ELECTIONS DEPARTMENT **25-1983**

a) Declare as elected, those candidates filing the various special district board positions pursuant of the Certificate of Nomination

22. BOARD OF SUPERVISORS **25-1919**

a) Request ratification for the Chair to sign the letter of support for the John C. Harris County Fair Racing Legacy, an initiative dedicated to bringing back horse racing to Northern California in 2026

23. COMMITTEES & COMMISSIONS / SPECIAL DISTRICT **25-1964**

a) RESOURCE CONSERVATION DISTRICT - One (1) appointment to fill the expired term of Tom Stroing, with the new said term set to expire 11/30/2028
(Interested Person: Tom Stroing)

b) RESOURCE CONSERVATION DISTRICT - One (1) appointment to fill the expired term of Michael Vasey, with the new said term set to expire 11/30/2028
(Interested Person: Michael Vasey)

c) RESOURCE CONSERVATION DISTRICT - One (1) appointment to fill the expired term of Tricia Hamelberg, with the new said term set to expire 11/30/2029
(Interested Person: Tricia Hamelberg)

d) RESOURCE CONSERVATION DISTRICT - One (1) appointment to fill the expired term of Tom Amundson, with new term set to expire 11/30/2029
(Interested Person: Frank Dawley)

24. COMMITTEES & COMMISSIONS **25-1984**

a) TEHAMA COUNTY INTEGRATED WASTE MANAGEMENT TASK FORCE (AB 939) - One (1) one-year appointment to fill the expired term of Robert Christison, with said new term expiring 3/31/26 (Interested person: Martha Vuist-Bruske)

25. COMMITTEES & COMMISSIONS **25-1975**

a) TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION (FIRST 5 TEHAMA) - One (1) appointment to replace Rich Duvarney, Superintendent of Schools, with no set term expiration date (Interested Person: Jared Caylor)

26. COMMITTEES & COMMISSIONS **25-1978**

a) SOLID WASTE INDEPENDENT HEARING PANEL - One (1) appointment to replace Rob Schmid as the Public At Large Representative, with term expiring 02/28/2030 (Interested Person: Tim Potanovic)

b) SOLID WASTE INDEPENDENT HEARING PANEL - One (1) appointment to replace Carolyn Steffan as the Public At Large Representative, with term expiring 02/28/2030 (Interested Person: David Brower)

c) SOLID WASTE INDEPENDENT HEARING PANEL - One (1) appointment to replace Will Pike as the Technical Expert Representative, with term expiring 02/28/2030 (Interested Person: Allen Fleming)

RECESS to convene as the Tehama County Air Pollution Control District

A motion was made by Supervisor Jones, seconded by Vice Chair Walker, to approve the Consent Agenda. The motion carried by the following vote:

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

27. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT **25-1888**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign the Woodsmoke Reduction Program Retailer Agreement with Top Hat Energy, Inc which allows them to participate in the Woodsmoke Reduction Program as a participating Retailer in amounts not to exceed the predesignated amount for each voucher issued, effective upon execution by both parties and to terminate on 6/30/26

Enactment No: MISC. AGR 2025-327

28. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT **25-1889**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign the Carl Moyer Off Road Equipment Replacement Program Agreement with N+S Tractor, effective upon execution by both parties and terminates on 12/31/27

Enactment No: MISC. AGR 2025-328

29. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT **25-1890**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign the AB923 Grant Agreement with Tehama County Department of Education to replace one school bus with a new lower emission school bus in the amount of $147,940, to begin upon execution by both parties and to terminate ten (10) years from the date of installation

Enactment No: MISC. AGR 2025-329

30. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT **25-1891**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign the AB923 Grant Agreement with Tehama County Department of Education to replace one school bus with a new lower emission school bus in the amount of $129,017, to begin upon execution by both parties and to terminate ten (10) years from the date of installation

Enactment No: MISC. AGR 2025-330

31. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT **25-1893**

a) AGREEMENT - Request approval and authorization for the Air Pollution Control Officer to sign the Rule 2:11D Indirect Source Project Agreement with the Resource Conservation District of Tehama County to assist in the mitigation project for the use of a Carbonizer to reduce Particulate Matter and Oxides of Nitrogen and emissions from an 80-acre orchard removal project in the amount of $47,000 and shall begin upon execution by both parties and terminate upon the completion of the project

Enactment No: MISC. AGR 2025-331

REGULAR AGENDA

32. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona **25-1898**

a) TRANSFER OF FUNDS: AIR POLLUTION, B-4 - From AB 923 (609-301900), $304,657 to AB 923 (60910-55520), $304,657 **(Requires a 4/5s vote)**

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

33. TEHAMA COUNTY AIR POLLUTION CONTROL / PERSONNEL - Air Pollution Control Officer Joe Tona **25-1863**

a) Request approval of revisions to the classification specifications of Air Pollution Control Specialist I/II and Air Pollution Control Specialist III, effective 11/18/25

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

34. TEHAMA COUNTY AIR POLLUTION CONTROL / PERSONNEL - Air Pollution Control Officer Joe Tona **25-1865**

a) Request approval of a new classification specification of Air Pollution Administration Specialist within the Joint Council bargaining unit, effective 11/18/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Administrative Assistant allocation and adding one (1.00 FTE) Air Pollution Administration Specialist allocation at Joint Council Salary Range 28, effective 11/18/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: RES NO 2025-097

c) Request approval to reclassify one Administrative Assistant incumbent as an Air Pollution Administration Specialist, effective 11/18/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

ADJOURN to reconvene as the Tehama County Board of Supervisors

~~**35. AMERICAN LEGION - Service Officer Norman L. Goodin 25-1981**~~

~~a) PROCLAMATION - Request adoption of the proclamation proclaiming November 11th as Veterans Day~~

57. BOARD OF SUPERVISORS 25-1977

a) Discussion and possible direction to staff regarding holiday decorations on County buildings/properties

Facilities Manager Levi Conner gave a presentation on holiday decorations at the Old Courthouse.

In response to Supervisor Walker, Mr. Conner explained the process for reserving the Courthouse front lawn and the work his team performs before each event.

In response to Supervisor Hansen, Mr. Conner explained that there is no infrastructure for lighting the Courthouse exterior at this time.

Supervisor Burroughs commented that he would like to see lights and infrastructure installed.

Jessica Clark commented that she has lights donated by Home Depot and that Guy Rents would donate a lift to assist with installation.

John Ward commented that any decoration contest should be limited to County residents.

Martha Kleykamp commented that she hasn't heard any plans to use alternative energy, such as solar.

In response to Supervisor Burroughs, Mr. Conner explained that facilities has storage space for decorations to be reused every year.

Discussion took place regarding colors and types of lights that could be used.

Mr. Conner explained that the decorations will need to be built up over several years as infrastructure is added, and that this year's display will be smaller.

Direction was given to decorate the Old Courthouse.

Jessica Clark expressed her appreciation to the Board and asked for a letter to present while soliciting donations.

Chairman Hansen asked that any donations be coordinated with Mr. Conner.

55. PERSONNEL - Personnel Director Coral Ferrin **25-1882**

a) AGREEMENT - Request Board of Supervisors approval for the Personnel Director to sign the Side Letter of Agreement to the Memorandum of Understanding between Tehama County and the Tehama County Deputy Sheriff's Association, adding subsection (h) Officer-in-Charge Pay, under Article 11.6 Special Pays, effective 11/18/25

In response to Supervisor Walker, Personnel Director Coral Ferrin explained that this pay applies when an officer temporarily assumes a sergeant's duties.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-332

56. PERSONNEL - Personnel Director Coral Ferrin **25-1965**

a) RESOLUTION - Requesting Board of Supervisors approval of a resolution to permanently amend the pre-tax contribution amount for employees participating in the Dependent Care Flexible Spending Account (FSA). For married couples filing jointly the amount will increase from $5,000 annually to $7,500 annually and for married couples filing separately and those individuals filing as single the amount will increase from $2,500 annually to $3,750 annually, effective 1/1/26

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: RES NO. 2025-098

6. PUBLIC WORKS **25-1899**

a) AGREEMENT - Request approval and authorization for the Interim Public Works Director to sign Amendment No. 1 for Utility Agreement No. UA 21.003 PG, with Pacific Gas & Electric (PG&E) Company (Misc. Agreement 2021-274) for the Evergreen Road Bridge Replacement Project, increasing the compensation amount by $35,749.97,

totaling $70,078.09, for relocation of utilities within the project area
Chairman Hansen commented that he thinks the contract increase by PG&E is excessive but doesn't see any way around paying this.

In response to Supervisor Walker, Administrative Services Director Tom Provine explained that the project is still within the contingency and that this is something we have to do.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-333

8. TEHAMA COUNTY COMMUNITY ACTION AGENCY 25-1918

a) AGREEMENT - Request approval and authorization for the Tehama County Community Action Agency ex officio Executive Director to sign Agreement 25F-6049 Amendment No. 1 with the Department of Community Services and Development increasing the total amount available in the budget by $27,824, thereby increasing the not to exceed amount to $330,753 for the term of 1/1/25 through 4/30/26

In response to Supervisor Burroughs, Social Services Director Bekkie Emery explained that the increase in this contract is going into case management, housing deposits and meals on wheels. Mrs. Emery explained that the fringe benefits line item is all the insurance and other things for staff.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-334

13. ADMINISTRATION 25-1616

a) TRANSFER OF FUNDS: FACILITIES MAINTENANCE; B-20 - From Misc. Revenue (1074-471120), $4,620.24, to Contingency (1109-59000), $4,620.24; and from Contingency (1109-59000) to Special Projects (1074-532321), $4,620.24 **(Requires a 4/5's vote)**

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) TRANSFER OF FUNDS: RED BLUFF COMMUNITY CENTER; B-21 - From Contingency (1109-59000), $43,670.21 to City of Red Bluff Operating Deficit (7034-555272), $43,670.21 **(Requires a 4/5's vote)**

In response to Supervisor Burroughs, Administrative Services Director Tom Provine explained that the agreement between the City and the County requires that the 2 parties split the costs of running the Community Center and maintaining the building and this transfer is to cover the County's portion.

Fiscal Manager Orepa Mamea gave details on the increases to this budget and contract over the last few years due to City personnel costs and utilities.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

16. ADMINISTRATION **25-1986**

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Adams Ashby Group, Inc. for the purposes of General Administration, Labor Compliance, and Environmental Review for the Corning Veterans Hall Remodel Project, Community Project Funding (CPF, B-23-CP-CA-0149), maximum compensation is not to exceed $123,000

In response to Supervisor Jones, Administrative Services Director Tom Provine explained that this contract is for the life of the project.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-335

51. ADMINISTRATION - Administrative Services Director Tom Provine **25-1905**

a) Request approval of the plans and specifications for the Corning Veterans Hall Remodel Project

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) Request authorization for Administration to advertise for bids on the project, with the bid opening to be held at 3:00 p.m. on 12/18/25 in the Administrative Office, 727 Oak Street, Room #202, Red Bluff, California

Administrative Services Director Tom Provine gave some history of the project and funding.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

36. BOARD OF SUPERVISORS **25-1936**

a) PROCLAMATION - Request adoption of a proclamation proclaiming November 17 - 21, 2025 as California Clerk of the Board of Supervisors week in Tehama County

Supervisor Burroughs commented that he believes Veterans should receive more than one day of recognition.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

37. CLERK OF THE BOARD - Clerk of the Board Sean Houghtby **25-1941**

a) Declare a vacancy for the position of District 3 Supervisor

b) Board discussion and direction to staff regarding the candidate selection process to fill vacancy created by the resignation of Supervisor Pati Nolen, effective 10/28/2025

In response to Supervisor Walker, Clerk of the Board Sean Houghtby outlined past practices for filling Board vacancies and the Charter amendments that shifted appointment authority from the Governor to the Board. He also clarified the deadlines for appointing a temporary replacement and for candidates to file for the elected seat.

Clerk of the Board Sean Houghtby responded to comments from Supervisor Jones and Hansen regarding the job posting, the process to conduct interviews in a public meeting, and lessons learned from past processes to fill Board vacancies.

Jenny Alexander commented that she believes the process is biased and is not interested in running for the office at this time. She further commented on the validity to fill the seat given the standing of Mrs. Nolen's claim against the County.

Liz Merry commented about her support to allow the public to provide comments during the interviews. She further commented about the conduct of past moderators and provided suggestions to improve the process.

Louise Wilkinson commented that the interviews should be held in Lake CA and provided support for the moderator to not be a resident of District 3. She further commented on qualifications of the appointee and her hopes for transparency in the process.

Clerk of the Board Sean Houghtby clarified that the public will have a chance to provide public comment at the end of the interviews and encouraged the public to submit their questions via tcbos@tehama.gov.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

38. BOARD OF SUPERVISORS **25-1920**

a) Request appointment of a Vice-Chair to fill the vacancy for the remainder of 2025

Supervisor Jones motioned to appoint Supervisor Burroughs as Vice Chair; failed for lack of a second.

Motion to appoint Supervisor Walker as Vice Chair for the remainder of 2025.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

39. COMMITTEES / COMMISSIONS - Board of Supervisors **25-1940**

a) COMMITTEES / COMMISSIONS - TEHAMA COUNTY CHILDREN & FAMILIES COMMISSION - Request to appoint one (1) representative of the Board of Supervisors to serve on this commission for no set term (Incumbent: Vacant)

Motion to appoint Supervisor Burroughs to the Tehama County Children & Families Commission.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

40. COMMITTEES / COMMISSIONS - Board of Supervisors **25-1939**

a) Request to appoint one (1) representative of the Board of Supervisors and one (1) alternate to serve on the California State Association of Counties (CSAC) Board of Directors for the 2025-2026 term, effective 12/1/2025 (Incumbents: Vacant, Alternate: Tom Walker)

Motion to appoint Supervisor Walker as primary, Supervisor Hansen as alternate.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

41. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson **25-1917**

a) INFORMATIONAL PRESENTATION - Report and Financial Overview for June 30, 2025 and September 30, 2025

49. PUBLIC WORKS - Interim Director Tom Provine **25-1929**

a) ROAD AGREEMENT - Request approval and authorization for the Chairman and Interim Public Works Director to sign the agreement with the City of Red Bluff for the purpose of performing minor road repair and preservation/maintenance within the City boundaries, with revenue to the County not to exceed $200,000

Supervisor Jones departed the meeting 11:58 A.M.

Supervisor Jones returned to the meeting at 12:00 P.M.

Supervisor Walker thanked everyone for their work on this item.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: ROAD AGR 2025-010

12:01 P.M. RECESS

1:32 P.M. RECONVENE

1:30 P.M.

58. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-1953

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Request that the Board of Supervisors adopt the recommended decision of the Planning Commission declaring the existence of a public nuisance on the property, ordering the abatement thereof; and directing an itemized accounting of the costs incurred in abating the public nuisance, without further notice of hearing

Owner: Haakon Kristiansen
Site Address: Campbellville, CA
APN: 081-110-023 (District 5)
Case No. CE-25-116

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

59. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-1957

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Request that the Board of Supervisors adopt the recommended decision of the Planning Commission declaring the existence of a public nuisance on the property, ordering the abatement thereof; and directing an itemized accounting of the costs incurred in abating the public nuisance, without further notice of hearing

Owner: Raymond Kimber and Leona M Kimber
Site Address: 208 Samson Ave., Gerber
APN: 064-183-001 (District 5)
Case No. CE-25-106

RESULT: APPROVE
MOVER: Greg Jones

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

RECESS to convene as the Tehama County In-Home Supportive Services Public Authority

42. IHSS PUBLIC AUTHORITY / PERSONNEL - Social Services Director Bekkie Emery **25-1912**

a) IHSSPA RESOLUTION - Request adoption of a resolution amending the Terms & Conditions of Employment for In-Home Support Services Public Authority Unrepresented Employees IHSSPA Resolution Number 2022-96

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: IHSS RES NO. 2025-001

ADJOURN to reconvene as the Tehama County Board of Supervisors

43. SOCIAL SERVICES - Director Bekkie F. Emery **25-1946**

a) AGREEMENT - Request approval and authorization for the Social Services Director to sign the Agreement with Chabot-Las Positas Community College District for the purpose of planning and providing training that supports the Title IV-E Foster Care program, with maximum compensation not to exceed $400,000, effective 10/1/25 and shall terminate 9/30/26

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-336

44. ANIMAL SERVICES / PURCHASING - Animal Care Manager Christine McClintock **25-1934**

a) TRANSFER OF FUNDS: ANIMAL SERVICES, B-18 - From Fund Balance Available (101-301900) to Contingency (1109-59000), $55,738.82; and from Contingency (1109-59000) to Vehicles (2078-57605), $55,738.82 **(Requires a 4/5's vote)**

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) BID WAIVER -

1) Request to adopt the finding that Mavron, Inc. is the vehicle manufacturer's

approved supplier to complete the conversion of the Division's transit van with animal transport cages and HVAC system modifications and deliver to the County within the timeframe required, and place this vehicle in service as a much-needed addition to the Animal Services fleet

2) Request to find it in the best interest of the County to waive the formal bid process for the conversion and upfit of one 2026 Dodge 2500 Cargo Van High Roof

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

c) Request authorization for the Purchasing Department to issue a purchase order to Mavron, Inc for one Animal Transport Van Conversion in the amount of $55,738.82
Walker- amount of the van when purchased?

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

45. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 25-1942

Thomas A. Moss, Assistant Agricultural Commissioner Adam Davy

a) RESOLUTION - Request adoption of a resolution authorizing the Agricultural Commissioner and his designees to execute and sign the Cooperative Agreement No. 02A22442 with the California Department of Transportation for the purpose of performing noxious weed control along state highway rights-of-way in Tehama County

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: RESO NO 2025-099

b) AGREEMENT - Request approval and authorization for the Agricultural Commissioner to execute and sign the Cooperative Agreement No. 02A22442 with the California Department of Transportation for the purpose of performing roadside noxious weed control along state highway rights-of-way in Tehama County, in an amount not to exceed $59,975.25, effective upon signatory approval by Caltrans and expiring on 9/30/28

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and

Chairperson Hansen
Enactment No: MISC. AGR 2025-337

c) Request adoption of the finding that this Tehama County Noxious Weed Eradication Program is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15307 and 15308; and authorization for the Agricultural Commissioner to file the Notice of Exemption

In response to Supervisor Jones, Agricultural Commissioner Thomas A. Moss responded that they do not spray invasive plants in volatile areas such as waterways; they work with Caltrans to mechanically remove plants from those areas.

Assistant Agricultural Commissioner Adam Davy explained the difference between A-rated weeds, B-rated weeds, and C-rated weeds and their rate of spread.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

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

46. TEHAMA COUNTY SANITATION DISTRICT NO.1 **25-1916**

a) Request approval of the claims paid July 1, 2025, through September 30, 2025, in the amount of $64,276.47

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

ADJOURN to reconvene as the Tehama County Board of Supervisors

47. PERSONNEL / DISTRICT ATTORNEY'S OFFICE - District Attorney **25-1945**
Matthew D. Rogers

a) OTHER THAN STEP "A" - Request approval to appoint the candidate as District Attorney Investigator II Extra Help at Range 45, Step E, effective 11/19/2025 or upon successful completion of all pre-employment requirements.

In response to Supervisor Walker, District Attorney Matt Hansen announced the applicant has over 30 years of experience.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

48. PUBLIC WORKS - Interim Director Tom Provine **25-1911**

a) Adopt a finding that use of a non-competitive negotiated Memorandum of Understanding between the County of Tehama and the Resource Conservation District of Tehama County for the performance of mitigation and monitoring responsibilities relating the Evergreen Road at South Fork Cottonwood Creek Project is in the public's interest to ensure the reliable and long-term performance of mitigation and monitoring activities by a qualified public agency

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) Adopt a finding that competitive bidding for the work described in the Memorandum of Understanding between the County of Tehama and the Resource Conservation District of Tehama County for the performance of mitigation and monitoring responsibilities relating to the Evergreen Road at South Fork Cottonwood Creek Project would be unavailing and impractical and would not be an advantage to the public

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

c) AGREEMENT - Authorize the Director of Public Works to execute the Memorandum of Understanding between the County of Tehama and the Resource Conservation District of Tehama County for the performance of mitigation and monitoring responsibilities relating to the Evergreen Road at South Fork Cottonwood Creek Project in an amount not to exceed $779,000

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-338

d) Request blanket authorization for the Director of Public Works to execute changes to the Memorandum of Understanding between the County of Tehama and the Resource Conservation District of Tehama County for the performance of mitigation and monitoring responsibilities relating to the Evergreen Road at South Fork Cottonwood Creek Project in an amount not to exceed 5% of contract amount

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

50. PURCHASING / PUBLIC WORKS - Public Works Interim Director Tom Provine **25-1872**

a) Bid Waiver-

1) Request that Risk Management and Purchasing follow Trindel Insurance's bidding guidelines for a replacement vehicle following an accident with total loss
2) Request to find it in the best interest of the County to waive the formal bid process for the acquisition of one (1) new 2025 Ford F-250 pickup truck

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) Budget Appropriation Increase: Request approval for the increase to revenue account 102-3011-471126 Insurance Settlements in the amount of $53,713.50 and increase to the expenditure budget account 0102-3011-57605 Vehicles in the amount of $54,713.50

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

c) Request authorization for the Purchasing Agent to sign the purchase order for the acquisition of one (1) new 2025 model Ford F-250 3/4-ton 4x2 Super Cab Gasoline Long Bed Pickup Truck from Corning Ford in the amount of $52,502.88

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

52. ADMINISTRATION - Administrative Services Director Tom Provine **25-1914**

a) AGREEMENT - Request approval and authorization for the Chair to sign Amendment No. 3 to the agreement with Lionakis (Misc. Agree #2015-294, as amended by 2017-124, as amended by 2022-265) for the purpose of providing additional architectural/engineering and consulting services for the new Tehama County Corrections Re-entry Project, thereby adding an additional $152,315, for a total maximum compensation amount to not exceed $2,041,621

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-339

53. ADMINISTRATION - Chief Administrator Gabriel Hydrick **25-1815**

a) Request approval and authorization for the Chief Administrator to accept the proposal submitted by Matrix Consulting Group to conduct a comprehensive countywide fee study and to initiate the work as outlined in the proposal

In response to Supervisor Jones, Chief Administrator Gabriel Hydrick explained the bid variance and noted that the lowest bidder was disqualified due to lack of public-sector experience, though the proposal's scope remained unchanged.

In response to Supervisor Hansen, Chief Administrator Gabriel Hydrick clarified the amount of the proposal.

In response to Supervisor Walker, Chief Administrator Gabriel Hydrick commented on the scope of the Fee Study and comparisons with other counties. Supervisor Walker added that incorporating routine adjustments could reduce the need for frequent updates to the Fee Schedule.

Treasurer/Tax Collector Parker Hunt provided his support for the proposal and explained the necessity to recover costs incurred by the County.

Responding to Supervisor Burroughs, Chief Administrator Gabriel Hydrick clarified where the funding for the Fee Study will come from.

Auditor/Controller Krista Peterson provided her support for the proposal.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

54. ENVIRONMENTAL HEALTH / PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick **25-1928**

a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Tiara Branton for the position of Director of Environmental Health, effective 11/22/25 through 11/21/28

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-340

FUTURE AGENDA ITEMS

Supervisor Burroughs requested that staff pursue running electricity to the flagpole at the historic courthouse (consensus)

CLOSED SESSION

2:27 P.M. RECESS

4:28 P.M. RECONVENED

60. CLOSED SESSION **25-1593**

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

Title: Part Two of the Health Services Agency Director Annual Performance Evaluation Process

61. CLOSED SESSION **25-1925**

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

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

62. CLOSED SESSION **25-1926**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Freemyers et al v. Tehama County et al (Discussion and possible action relative to existing litigation.)

REPORTABLE ACTIONS FROM CLOSED SESSION

60. CLOSED SESSION **25-1593**

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

Title: Part Two of the Health Services Agency Director Annual Performance Evaluation Process

Reportable Action: Part two of the evaluation process was completed.

61. CLOSED SESSION **25-1925**

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

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

Reportable Action: Direction was given to staff

62. CLOSED SESSION **25-1926**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Freemyers et al v. Tehama County et al (Discussion and possible action relative to existing litigation.)

Reportable Action: Board voted 4-0 authorized the retention of Tracey Werner with the law firm Maire Deedon to represent and defend the County of Tehama in litigation. The case name is Freemyers et al v. Tehama County Board of Supervisors in the Tehama County Superior Court 21CI000248

ADJOURN

4:30 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST:

APPROVED

_____
Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by_____

Tehama County 727 Oak Street, Red Bluff, CA
Tuesday, November 25, 2025 9:00 AM
Board of Supervisors
Meeting Minutes

(530) 527-4655
http://www.tehama.gov
Board Chambers

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Vice Chair Tom Walker, and Chairperson Matt Hansen

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

REMINDER - The December 2nd Board meeting is cancelled pursuant to Board policy.

PUBLIC COMMENT

A resident lead a prayer.

A resident commented on bringing new businesses to the County, tax initiatives, and government employee salaries.

A resident commented on government corruption, free speech during public meetings, and the District 3 vacancy.

A resident commented on the upcoming Thanksgiving holiday and read passages from the Bible.

A resident provided an update on the Christmas decorating prize money and announced donations from various community members.

A resident requested a proclamation for Veteran's Day.

A resident wished the Board a happy Thanksgiving holiday. She further commented on retention of local businesses and the District 3 vacancy.

A resident commented on misuse of County funds and public comment during meetings.

A resident commented on public comment during meetings and the Brown Act.

A resident informed the Board of some positive improvements in the District 1 area.

ANNOUNCEMENT OF AGENDA CORRECTIONS

Chair Hansen announced that Item 21 would be heard after Item 12.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

60. CLOSED SESSION **25-1593**

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

Title: Part Two of the Health Services Agency Director Annual Performance Evaluation Process

Reportable Action: Part two of the evaluation process was completed.

61. CLOSED SESSION **25-1925**

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

Agency Negotiators: Gabriel Hydrick

Employee: Social Services Director

Reportable Action: Direction was given to staff

62. CLOSED SESSION **25-1926**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Freemyers et al v. Tehama County et al (Discussion and possible action relative to existing litigation.)

Reportable Action: Board voted 4-0 authorized the retention of Tracey Werner with the law firm Maire Deedon to represent and defend the County of Tehama in litigation. The case name is Freemyers et al v. Tehama County Board of Supervisors in the Tehama County Superior Court 21CI000248

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - Met Nov. 19th, discussed the status of Park Fire reimbursements and repairs to the Kendrick Creek bridge.

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - Did not meet.

Public Safety Tax Initiative Working Group (Burroughs, Jones) - Met Nov. 24th, discussed polling questions and scope.

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Did not meet.

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) - Did not meet.

Rent Control Ordinance Ad Hoc (Jones, VACANT) - Met Nov. 24th, concluded three months of interviews and will now move forward with bringing an item to the full Board for review.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Burroughs - Tax Ad Hoc and the Planning Commission meeting.

Supervisor Hansen - Public Works Committee meeting and the Planning Commission meeting.

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Social Services Director Bekki Emery followed up with additional details on the fringe benefits noted in Item 8 of the Nov. 18 Board meeting.

Interim Public Works Director Tom Provine reported that Union Pacific will conduct maintenance on Dec. 2 at the railroad crossing near Aramayo Way between Los Molinos and Tehama. Aramayo Way will be fully closed for several hours during the work, and commuters are encouraged to plan ahead and use alternate routes. He also informed the Board that Baker Road repairs are scheduled to begin the week of Dec. 8, weather permitting. During construction, one-lane traffic control will be in place, and the work is expected to take approximately two days.

Agricultural Commissioner Director Tomas A. Moss reported on the success of the Ag Producer Day held the Tehama County Fairgrounds.

Supervisor Burroughs thanked Public Works for repairing a large pothole on Evergreen Road.

CONSENT AGENDA

A motion was made by Vice Chair Walker, seconded by Supervisor Jones, to approve the Consent Agenda. The motion carried by the following vote:

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

1. GENERAL WARRANT REGISTER - 11/02/25 - 11/08/25 **25-1989**

2. AUDITOR'S CLAIMS **25-1995**

a) Court Operations, 2009-555215, State Treasurer-Cash Management, $23,122.50

b) Court Operations, 2009-555215, State Treasurer-Cash Management, $156,990.00

3. SHERIFF **25-2016**

a) Request approval and authorization for the Sheriff to sign the application for submittal to the Division of Boating and Waterways, State of California-Natural Resources Agency for funding in the amount of $404,217.91, for the Boating and Safety Enforcement Financial Aid program for FY 2026-27

b) RESOLUTION - Request adoption of the resolution authorizing the Sheriff, or his designee, to sign and submit an application to the California Department of Parks and Recreation, Division of Boating and Waterways for the boating Safety and Enforcement Financial Aid Program for Fiscal Year 2026-27, and accept, if awarded, funding in the anticipated amount of $133,448, and to have signature authority on all program-related documents to carry out the purpose of this resolution

Enactment No: RES NO. 2025-101

4. SHERIFF **25-1906**

a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with Lexipol, LLC for access to the Lexipol Knowledge Management System and subscriptions for the Law Enforcement Policy Manual and Law Enforcement Daily Training Bulletins Services; and for the Custody Policy Manual, and Custody Daily Training Bulletins Services, for the rates as listed, with a maximum contract amount not to exceed $21,187.47, effective 12/1/25 and shall terminate 11/30/26

Enactment No: MISC. AGR 2025-341

5. SHERIFF **25-1931**

a) AGREEMENT - Request for approval and authorization for the Chairman and the Sheriff to sign the agreement with Permitium for the maintenance, support, and hosting of Permitium to our website to process concealed weapon applications online, effective 10/11/25 and shall terminate 09/30/26

Enactment No: MISC. AGR 2025-342

6. SHERIFF **25-1954**

a) AGREEMENT- Request approval and authorization for the Sheriff and the Chair to sign Amendment No. 1 to the agreement with Ducor Telephone Company DBA Varcomm (Misc Agree. #2020-112), for the lease of a portion of part of the Premises of the real property referred to as Ducor Telephone Company DBA Varcomm Site in Rancho Tehama, CA in the amount of $923.67 for the first year; thereafter the fee will be increased by an amount not to exceed 4% yearly, with the total maximum amount not to exceed $9,100, effective 1/1/26 and shall terminate 12/31/30

Enactment No: MISC. AGR 2025-343

7. SOCIAL SERVICES **25-2002**

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with Peerless Building Maintenance Company for the purpose of janitorial services at the office located at 310 S. Main St, Red Bluff, for the amounts as set forth in Exhibit “E”, with maximum compensation not to exceed $107,086.10, effective 11/01/25 and shall terminate 10/31/26

Enactment No: MISC. AGR 2025-344

8. BOARD OF SUPERVISORS **25-1955**

a) Determine that there is a need to continue the emergency proclamation, proclaiming the existence of the local emergency in Tehama County that caused conditions of peril

9. APPROVAL OF MINUTES **25-2025**

a) Waive the reading and approve the minutes of the regular meeting held

1) 10/21/2025
2) 10/28/2025
3) 10/28/2025 Special Meeting

REGULAR AGENDA

10. AMERICAN LEGION - Service Officer Norman L. Goodin **25-2028**

a) PROCLAMATION - Request adoption of the proclamation proclaiming November 11th as Veterans Day

Service Officer Norman L. Goodwin read the Veteran's Day proclamation.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

11. ADMINISTRATION / SOCIAL SERVICES / ENVIRONMENTAL HEALTH / PUBLIC WORKS **25-1999**

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) ADMINISTRATION - Orepa Mamea, 15 years

Chief Administrator Gabe Hydrick recognized Orepa Mamea for her years of service and provided her history working for Probation and Administration. He commended her for her passion and dedication to the County.

2) SOCIAL SERVICES
   a. Jennifer DeCiero, 20 years
   b. Corina Moen, 20 years
   c. Wendy Richards, 15 years

Social Services Director Bekki Emery expressed her appreciation for three team members-Jennifer DeCiero, Corina Moen, and Wendy Richards-honoring their commitment and service to the County. She spoke about each individual's journey within the department and the special qualities they contribute.

3) ENVIRONMENTAL HEALTH - Lauri Dilworth, 15 years

4) PUBLIC WORKS - Ashley Fox, 10 years

Interim Public Works Director Tom described Ashley Fox as helpful, team player, and an asset to the department.

Deputy Director of Public Works – Transportation Jessica Riske-Gomez described Ashley as kind, friendly, and genuine. She commented on Ashley's interpersonal communication skills and how she uses humor to deescalate tense situations. She further described Ashley's experience working with other County departments.

Auditor/Controller Krista Peterson shared a story from Ashley's time working in the Auditor's Office.

Ashley Fox addressed the Board and expressed her thanks for the kind words.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) Request approval of a retirement award recognizing the following employee for their many years of faithful and dedicated service to the County of Tehama:

1) SOCIAL SERVICES - Shelley Zimmerman

Social Services Director Bekki Emery congratulated Shelley Zimmerman on 37 years of service to the County. She highlighted Shelley's extensive experience overseeing the preparation of County budgets across multiple departments, as well as her thoughtful leadership in developing the employees she supervises. Shelley has contributed her talents to both Administration and Social Services over the years.

Shelly addressed the Board and shared her experience working for the County. She complimented the employees at Social Services and shared her hopes for retirement.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

12. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 25-2004

Thomas A. Moss & USDA Wildlife Services Derek Milsaps

a) INFORMATIONAL PRESENTATION - Regarding a 2025/2026 proposed cooperative agreement between the U.S. Department of Agriculture Animal (USDA) and Plant Health Inspection Service (APHIS) Wildlife Services and Tehama County

Agricultural Commissioner Thomas A. Moss expressed his intent to hire a USDA Wildlife Trapper and described the funding that will be used to pay for the position. He spoke on coordination with the Sheriff's Office in this endeavor and anticipated budget constraints. He then introduced USDA Wildlife Services Derek Milsaps to provide the presentation.

In response to Supervisor Walker, Mr. Milsaps explained that he does not have an estimate of the wolf population in California nor how many are currently fitted with tracking collars. He further explained that his team does not have access to the real-time tracking software, but hopes to gain access in the future through partnering with the US Department of Fish & Wildlife.

In response to Supervisor Hansen, Mr. Milsaps described the duties of a full-time trapper and how the position would assist community members by splitting their time between Shasta and Tehama counties. He further outlined how the employee's salary

would be subsidized through the US Department of Agriculture; 75% local funds, 25% federal funds.

In response to Supervisor Walker's question, Mr. Milsaps explained that the trapper would use non-lethal methods, including break-away snares, when trapping wolves. He added that the purpose is to deter predatory behavior near livestock and emphasized that euthanizing wolves is illegal in California.

Sheriff Kain spoke about his ongoing collaboration with the County's Ag Department and noted the limited availability of professional trappers to assist local residents. He reiterated his efforts to advocate for CDFW to permit the euthanization of predatory animals that pose a public safety threat. He also informed the Board that tracking data is available to the public on the CDFW website, though it is not provided in real time.

Steve Zane, director of Tehama County Cattleman's Association, spoke on the presence of wolves and bears near his property.

21. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1871

a) INFORMATIONAL PRESENTATION - Tehama County's involvement to opt-into the Cal-ID Program

Sheriff Dave Kain addressed the Board and introduced the presenters, Carter Putman, Director of Cal-ID, with Sacramento County and Amy Tally, Cal-ID Manager, with Sonoma County Sheriff.

In response to Supervisor Burroughs, Sheriff Kain explained that while the department may receive grant funding for this program, there will be costs that are not recoverable.

In response to Chairman Hansen Carter responded that the State will not subsidize funding and there is no involvement with DOJ. Carter noted Sacramento County built their own database to meet their needs and the databases will be able to transfer information between systems.

In response to Supervisor Hansen, Sheriff Kain clarified that suspects will not be positively identified in the field using Cal-ID; Sheriff Office staff conduct a through 10-point check in order to positively ID a person.

Consensus was reached by the Board to direct staff to return with a letter for the Board to review at a future meeting.

13. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke 25-1967

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with AB Staffing for the purpose of locating and arranging for locum tenens Psychiatrists, Psychiatric Nurse Practitioners, Physician Assistants, Licensed Clinical Social Workers and Licensed Marriage and Family Therapists to provide medical services at the amounts set forth on Exhibit "B", with maximum compensation not to exceed $600,000 in any one fiscal year, effective 12/1/25 and shall terminate 6/30/28

RESULT: APPROVE
MOVER: Rob Burroughs

SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, and Chairperson Hansen
ABSENT: Vice Chair Walker
Enactment No: MISC. AGR 2025-345

14. COMMUNITY ACTION AGENCY - Executive Director Bekkie Emery **25-1990**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement and all other required forms, with Partnership HealthPlan of California to provide Community Support services, effective from date of approval and shall remain in effect until terminated by either party

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-346

15. DIVISION OF ANIMAL SERVICES / PERSONNEL - Animal Care Center Manager Christine McClintock **25-2003**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) Animal Services Coordinator (Limited Term) from 12/31/25 to 6/30/26, effective 11/25/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: RES NO. 2025-102

16. PUBLIC WORKS - Interim-Director Tom Provine and Deputy Director Jessica Riske-Gomez **25-1996**

a) INFORMATIONAL PRESENTATION - Project update and status report for Phase I of the Hazard Tree Debris Removal project closeout and Phase II initiation

b) AGREEMENT - Request approval and authorization for the Interim Director of Public Works to sign the Amendment No. 1 to the Agreement with Resource Conservation District (RCD) of Tehama County, extending the agreement's term from December 31, 2025, to June 30, 2026, to accommodate changes in project approach and timeline for woody debris removal associated with the Park Fire

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-347

17. PROBATION / ADMINISTRATION - Chief Probation Officer Pam **25-1997**

Gonzalez and Administrative Services Director Tom Provine

a) AGREEMENT - Request approval and authorization for the Chairman to sign the agreement between the County of Tehama and World Telecom & Surveillance for the purpose of replacing and/or upgrading the detention security electronics equipment at the Tehama County Juvenile Hall Facility. The agreement will be effective as of the date of signing and will terminate at the completion of the project, for a total amount not to exceed $300,000

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen
Enactment No: MISC. AGR 2025-348

18. ADMINISTRATION - Administrative Services Director Tom Provine 25-1337

a) CHANGE ORDER - Request confirmation of Change Order No. 1 to the agreement with SnL Group, Inc. (Misc. Agree. #2025-058) for the Walnut Street Complex Site Accessibility Upgrade Project, thereby allowing for changes as listed, for a contract increase in the amount of $20,638.04

Louise Wilkinson requested clarification about which funds would be reimbursed and voiced her desire for transparency regarding the reasons for the change orders.

Health Services Director Jayme Bottke provided background on the requested change order.

Administrative Services Director Tom Provine provided information on why change orders are typically requested during construction of a project. He further explained that this change order was created at the request of the County, not the contractor.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

19. PERSONNEL - Personnel Director Coral Ferrin 25-1937

a) Request adoption of TCPR §3301: Working Out-of-Class

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

b) Request adoption of TCPR §7302: On-the-Job Training

In response to Supervisor Walker, Personnel Director Coral Ferrin explained that employees who wish to take a leave of absence to pursue job-related training

opportunities must obtain approval from their Department Head and are limited to two leaves within a 12-month period.

In response to Supervisor Hansen, Mrs. Ferrin explained that this policy is not a one-size-fits-all solution and the Board should consider adopting a separate Resolution and classification for departments with positions that have unique training needs.

Sheriff Dave Kain informed the Board that he has reached an agreement with the Deputy Sheriff's Association on in-house sponsorships for staff attending the Correctional Officer Academy, including how their positions will be retained while they complete the Academy.

In response to Supervisor Hansen, Sheriff Kain explained that his department does not offer entry-level employees the opportunity to attend the Academy; attendance is reserved only for experienced staff with a demonstrated record of reliable performance.

Mrs. Ferrin pointed out the conflicts that exist between TCPR §7302 and the process currently used by the Sheriff's Office. She also stressed the need to adopt a Resolution to address the issue and highlighted the importance of applying the policy consistently.

Auditor/Controller Krista Peterson shared her experience developing TCPR §7302 on the Personnel Rule Committee and supported the Board adopting a separate Resolution or policy to handle the unique training needs of various departments.

Supervisor Walker also shared his experience developing TCPR §7302 on the Personnel Rule Committee.

Sheriff Kain offered to serve on the Personnel Rule Committee.

The Board reached a consensus that the Personnel Rule Committee will work with Department Heads to identify which departments need a separate On-the-Job Training policy and then bring a resolution or policy to the Board for adoption at a future meeting.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

20. PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin 25-1956

a) Request approval to apply the provision outlined in Resolution No. 2025-071 Section 2: Sick Leave Accrual retroactively for the following elected officials, effective November 25, 2025:

Matt Rogers, District Attorney
David Kain, Sheriff / Coroner
Krista Peterson, Auditor / Controller
Burley Phillips, Assessor
Jennifer Vise, Clerk and Recorder (Retired)

Jenny Alexander requested a copy of the letter, authored by Matt Rogers, requesting approval, as it seems in conflict with the Resolution before the Board.

Personnel Director Coral Ferrin provided background information, prior direction received from the Board, and explained the timing involved with bringing the item back for approval. She further explained the amounts displayed in the Resolution and the formulas.

Auditor/Controller Krista Peterson addressed the Board regarding the content of Mr. Hansen's letter.

Louise Wilkinson expressed her support for paying at the higher rate.

RESULT:	APPROVE
MOVER:	Tom Walker
SECONDER:	Rob Burroughs
AYES:	Supervisor Jones, Supervisor Burroughs, Vice Chair Walker, and Chairperson Hansen

FUTURE AGENDA ITEMS

Supervisor Burroughs requested a Study Session to explore developing a Bond Measure to fund repairs to bridges and roads and enhance the County's repair capacity (consensus)

CLOSED SESSION

Jenny Alexander commented that items #23 and #24 are not properly identified on the agenda.

22. CLOSED SESSION **25-1992**

a) Liability Claims Pursuant to Government code 54956.95
Claimant: David Fennel
Agency claimed against: Tehama County

23. CLOSED SESSION **25-2005**

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

24. CLOSED SESSION **25-2020**

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

11:37 A.M RECESS

1:01 P.M RECONVENE

REPORTABLE ACTIONS FROM CLOSED SESSION

22. CLOSED SESSION **25-1992**

a) Liability Claims Pursuant to Government code 54956.95
Claimant: David Fennel
Agency claimed against: Tehama County

Reportable Action: Board voted 4-0 to reject this claim as untimely.

23. CLOSED SESSION **25-2005**

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

Reportable Action: Direction to staff.

24. CLOSED SESSION **25-2020**

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

Reportable Action: Direction to staff.

ADJOURN

1:02 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: December 3, 2025

APPROVED

_____
Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by_____

Tehama County
Tuesday, December 9, 2025 9:00 AM
Board of Supervisors
Meeting Minutes

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

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

Present: Supervisor Greg Jones, Vice Chair Tom Walker, and Chairperson Matt Hansen
Absent: Supervisor Rob Burroughs

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Chairman Hansen presided. Present in the chambers were Clerk of the Board Sean Houghtby, County Counsel Margaret Long, and Chief Administrator Gabriel Hydrick.

PUBLIC COMMENT

A resident led a prayer and commented on the process to select the District 3 Supervisor.

A resident discussed a Bible passage and Christmas.

A resident commented about the District 3 Supervisor resignation and recruitment.

A resident commented about a theft at her home and thanked the Sheriff's Department, Probation and the District Attorney for their assistance.

A resident asked for information about discretionary spending by the County.

ANNOUNCEMENT OF AGENDA CORRECTIONS

#14, 15, 16 & 20 will be moved to the next meeting, as those items require a 4/5s vote.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

22. CLOSED SESSION **25-1992**

a) Liability Claims Pursuant to Government code 54956.95

Claimant: David Fennel
Agency claimed against: Tehama County

Reportable Action: Board voted 4-0 to reject this claim as untimely.

23. CLOSED SESSION **25-2005**

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

Reportable Action: Direction to staff.

24. CLOSED SESSION **25-2020**

a) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (54956.9 (d)(2)) (one case)

Reportable Action: Direction to staff.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - has not met

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - has not met

Public Safety Tax Initiative Working Group (Burroughs, Jones) - has not met

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - met Monday, discussed vehicle use policy

City of Red Bluff/Tehama County Ad Hoc Committee (Walker, Burroughs) – has not met

Rent Control Ordinance Ad Hoc (Jones, VACANT) – has not met

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - Los Molinos Santa Claus Visit, Solid Waste Management Agency, Corning Parade, Kirkwood School Board meeting

Supervisor Walker - Solid Waste Management Agency, CSAC Conference

Supervisor Hansen - CSAC Conference

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Sheriff Dave Kain asked to pull Item #2 to the Regular agenda.

County Librarian Alicia Meyer announced holiday activities occurring at the Library this month and no or low cost resources/activities available. Ms. Meyer further commented about photo/video digitization available at the Library.

Solid Waste Manager Paul Freund announced an event to promote reuse and repair of items, such as clothing, in cooperation with the Library on December 11th, 2025.

Animal Care Services Manager Christine McClintock gave an update about the Home for the Holidays Pet Adoption event. The shelter has had 58 adoptions during the event and vaccinated dogs during the LIFT event.

Administrative Services Director Tom Provine announced that CalOES will not be adding Tehama County to the emergency proclamation for the February storms that damaged county property, so there will not be any emergency funding.

Clerk & Recorder Sean Houghtby gave an update on the District 3 Supervisor recruitment and announced that interviews will be happening on December 16, 2025.

CONSENT AGENDA

A motion was made by Vice Chair Walker, seconded by Supervisor Jones, to approve the Consent Agenda with the removal of #2 to regular. The motion carried by the following vote:

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

1. GENERAL WARRANT REGISTER - 11/09/25 - 11/22/25 **25-2075**

3. ADMINISTRATION **25-2007**

a) AGREEMENTS - Request approval and authorization for the Chairman to sign the Agreement for Defense of Indigent Persons with the following attorneys for the purpose of providing public defender legal services to indigent persons in Tehama County Courts for a three-year period of 1/1/26 through 12/31/28

1. Christopher R. Logan - Juvenile Delinquency, Felony and Misdemeanor Appointments in the amount of:
$242,400 per annum for the time period of 1/1/26 through 12/31/26;
$242,400 per annum for the time period of 1/1/27 through 12/31/27;
$244,824 per annum for the time period of 1/1/28 through 12/31/28;
Enactment No: MISC. AGR 2025-363

2. Odeh E. Hijazeen - Felony and Misdemeanor Appointments in the amount of:
$222,200 per annum for the time period of 1/1/26 through 12/31/26;
$222,200 per annum for the time period of 1/1/27 through 12/31/27;
$224,422 per annum for the time period of 1/1/28 through 12/31/28;
Enactment No: MISC. AGR 2025-364

3. Alessio C. Larrabee - Felony and Misdemeanor Appointments in the amount of:
$222,200 per annum for the time period of 1/1/26 through 12/31/26;
$222,200 per annum for the time period of 1/1/27 through 12/31/27;
$224,422 per annum for the time period of 1/1/28 through 12/31/28;
Enactment No: MISC. AGR 2025-365

4. Anu Chopra - Juvenile Delinquency, Lanterman-Petris-Short (LPS), Drug Court, Felony and Misdemeanor Conflicts in the amount of:
$104,686.64 per annum for the time period of 1/1/26 through 12/31/26;
$104,686.64 per annum for the time period of 1/1/27 through 12/31/27;
$105,733.51 per annum for the time period of 1/1/28 through 12/31/28;
Enactment No: MISC. AGR 2025-357

5. Kenneth A. Miller - Felony and Misdemeanor Conflicts in the amount of:
$53,076.01 per annum for the time period of 1/1/26 through 12/31/26;
$53,076.01 per annum for the time period of 1/1/27 through 12/31/27;
$53,606.77 per annum for the time period of 1/1/28 through 12/31/28;
Enactment No: MISC. AGR 2025-349

4. SOCIAL SERVICES **25-2024**

a) AGREEMENT - Request approval and authorization for the Social Services Director to sign Amendment No. 1 with Shasta County Office of Education (Misc. Agree. 2025-170) for the provision of a Child Care Navigator, Trauma-Informed Care Training Services, and Temporary Emergency Child Care for Foster Caregivers, thereby increasing the total maximum compensation not to exceed $196,698, effective 7/1/25 and shall terminate 6/30/26 *(Subject to receipt of required insurance documentation)*
Enactment No: MISC. AGR 2025-350

5. SOCIAL SERVICES **25-2050**

a) AGREEMENT - Request approval and authorization for the Chair to sign the agreement with Empower Tehama for the operation of a public benefit program and the sublease of office space with rent starting in the amount of $423.10 per month, effective 10/1/25 through 9/30/26
Enactment No: MISC. AGR 2025-351

6. HEALTH SERVICES AGENCY / CLINIC **25-2061**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No.1 to Purchasing Agreement 270PA25 with WIPFLI, LLP for the provision of consulting services to Tehama County Health Services Agency (TCHSA), thereby increasing the maximum compensation amount to $56,000, and changing all references to WIPFLI, LLP throughout the agreement to hereafter be referred to as WIPFLI Advisory LLC, effective 7/1/25 and shall terminate 6/30/28
Enactment No: MISC. AGR 2025-352

7. HEALTH SERVICES AGENCY / PERSONNEL **25-2060**

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Public Health Nurse II, Range 48, Step B, effective upon successful completion of all pre-employment requirements.

8. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-1969**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Business Associate Agreement (BAA) with XFERALL, LLC for the purpose of utilizing the Business Associate’s mobile application software that serves to automate the patient transfer process, effective 12/1/25
Enactment No: MISC. AGR 2025-353

9. HEALTH SERVICES AGENCY / ADMINISTRATION 25-2062

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment No. 2 to the Misc. Agreement No. 2023-81, as amended by Misc. Agreement 2024-338, with American Janitorial & Maintenance Services, Inc., DBA: Ultimate Building Maintenance for the purpose of providing janitorial services thereby amending the Fee Schedule in Exhibit B to revise the locations and frequency of services, with maximum compensation not to exceed $117,000 in any fiscal year, with a term of 7/1/23 through 6/30/26 *(Subject to receipt of required insurance documentation)*

Enactment No: MISC. AGR 2025-354

10. HEALTH SERVICES AGENCY / ADMINISTRATION 25-2063

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Misc. Agreement 2023-355 with Partnership HealthPlan (PHP) for the Professional Services Agreement, thereby replacing Attachment B to correct location information, and Attachment C to add chiropractic services to the Compensation Physician Rates, effective 5/1/25

Enactment No: MISC. AGR 2025-355

11. HEALTH SERVICES AGENCY / PUBLIC HEALTH 25-2064

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Center for Infectious Diseases General (CIDG) Data Use & Disclosure Agreement (DUDA) with the California Department of Public Health (CDPH), for cross-jurisdictional data sharing for infectious disease investigation & contact tracing among participating local health jurisdiction's (LHJ's), effective for three (3) years after the latest signature date

Enactment No: MISC. AGR 2025-356

12. HEALTH SERVICES AGENCY / PUBLIC HEALTH 25-2065

a) AGREEMENT-Request approval and authorization for the Executive Director to sign and submit the Partnership HealthPlan of California (PHP) Community Health Assessment (CHA)/Community Health Improvement Plan (CHIP) Planning Grant application for funding in the amount of $100,000 for the grant term of 7/1/25 through 6/30/26

Enactment No: MISC. AGR 2025-358

13. ENVIRONMENTAL HEALTH 25-2030

a) AGREEMENT - Request approval and authorization for the Environmental Health Director to sign the Amendment No. 2 with HS GovTech (Misc. Agree. 2025-220 and amended by Agree. 2025-255), for the purpose of providing custom reports that are mandated by the state, in an amount not to exceed $10,000, effective upon signing of original agreement through 7/15/2030 with automatic one year renewals thereafter unless terminated

Enactment No: MISC. AGR 2025-359

17. COMMITTEES & COMMISSIONS / SPECIAL DISTRICT 25-2079

a) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of Rodney Hofhenke, with the new said term to expire 12/31/2027 (Interested Person: Rodney Hofhenke)

b) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of George Lindner, with the new said term to expire 12/31/2027 (Interested Person: George Lindner)

c) MOSQUITO AND VECTOR CONTROL DISTRICT- One (1) appointment to fill the expiring term of Ryan Patrick, with the new said term to expire 12/31/2027 (Interested Person: Ryan Patrick)

~~**14. ENVIRONMENTAL HEALTH 25-2026**~~

~~a) TRANSFER OF FUNDS: ENVIRONMENTAL HEALTH, B-22 - Fund Balance Available (101-301900) to Professional Services (4011-53230), $22,388.08 **(Requires a 4/5's vote)**~~

~~**15. PROBATION 25-2043**~~

~~a) TRANSFER OF FUNDS: PROBATION, B-23, From Maintenance of Equipment (2037-53170) $7,888.35 to Office Equipment (2037-57601) $7,888.35 **(Requires a 4/5's vote)**~~

~~**16. PROBATION 25-2044**~~

~~a) TRANSFER OF FUNDS: PROBATION, B-24, From CalAIM (2036-4505724), to Contingency (2002-59000), $19,305.60; and From Contingency (2002-59000) to Professional/Special Services (2036-53230), $19,305.60 **(Requires a 4/5's vote)**~~

REGULAR AGENDA

2. ADMINISTRATION 25-2080

a) AGREEMENT - Repeal Agreement No. 2025-339 and replace with the attached Amendment No. 3 to the agreement with Lionakis (Misc. Agree #2015-294, as amended by 2017-124, as amended by 2022-265) for the purpose of providing additional architectural/engineering and consulting services for the new Tehama County Corrections Re-entry Project, thereby adding an additional $152,315, for a total maximum compensation amount to not exceed $2,041,621, to correct a clerical error in the Exhibits; no changes have been made to the Amendment itself.

Administrative Services Director Tom Provine stated that this was being brought back due to missing pages from the Exhibits and that there were no changes to compensation.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

Enactment No: MISC. AGR 2025-360

18. AG EXTENSION - Director Josh Davy **25-1908**

a) RESOLUTION - Request the adoption of a resolution that the Tehama County Board of Supervisors opposes the presence and introduction of wolves in Tehama County

Agriculture Extension Director Josh Davy gave background on the resolution.

Agriculture Commissioner Tom Moss commented about the phases of the introduction of wolves to an area.

District Attorney Matt Rogers commented in support of the resolution and in support of cattle producers.

Sheriff Dave Kain commented in support of the resolution and discussed an emergency proclamation regarding wolves.

Steve Zane commented about wolves sighted near Plum Valley School in Paynes Creek.

In response to Supervisor Jones, Mr. Davy commented about UC studies being performed to measure the impact of wolves. Mr. Moss commented about the effect of the Sierra Pack and the numbers of cattle affected.

A resident commented about the financial burden of the replacement of cattle and the long term effect of the loss of one calf.

John Prinz commented about coyotes and environmentalists. He further commented about fentanyl deaths in the County but we are worried more about cows.

Ed Baker commented about witnessing a wolf in his pasture with his sheep.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

Enactment No: RES NO. 2025-103

19. DIVISION OF ANIMAL SERVICES / PERSONNEL - Animal Care Center Manager Christine McClintock **25-2000**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting one (1.00 FTE) Animal Services Office Assistant allocation and adding one (1.00 FTE) Administrative Assistant allocation, effective 12/9/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen

ABSENT: Supervisor Burroughs

Enactment No: RES NO. 2025-104

~~**20. DISTRICT ATTORNEY - District Attorney Matthew D. Rogers 25-2040**~~

~~a) TRANSFER OF FUNDS: DISTRICT ATTORNEY, B-25 - From State Asset Seizure Funds (2013-471122), $3,500, to Contingency (2002-59000), $3,500; from Contingency (2002-59000), $3,500, to Internal Assets (2013-53800), $3,500. **(Requires 4/5's vote)**~~

21. COMMUNITY ACTION AGENCY / PERSONNEL - Social Services Director Bekkie Emery **25-2031**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) CAA Case Manager (Limited Term) from 12/31/25 to 12/31/26, effective 12/9/25

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen

ABSENT: Supervisor Burroughs

Enactment No: RES NO. 2025-105

22. PROBATION / PERSONNEL - Chief Probation Officer Pamela Gonzalez **25-2032**

a) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by extending the sunset date for one (1.00 FTE) Deputy Probation Officer IV (Limited Term) from 12/31/25 to 3/1/26, effective 12/9/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen

ABSENT: Supervisor Burroughs

Enactment No: RES NO. 2025-106

9:51 AM RECESS

10:01 AM RECONVENE

10:00 A.M.

RECESS to convene as the Tehama County Board of Equalization

23. TEHAMA COUNTY BOARD OF EQUALIZATION - County Assessor Burley Phillips **25-2070**

a) Request approval of the following withdrawal as recommended by the County Assessor:

1) Assessment Appeal No. 12-2024 & 13-2024, Belle Mill Property Owners, LLC

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

ADJOURN to reconvene as the Tehama County Board of Supervisors

24. BUILDING DEPARTMENT - Building Official Patrick Ewald **25-1980**

a) PUBLIC HEARING - Conduct a public hearing regarding the proposed adoption of an ordinance repealing and re-adopting Title 15 - Building and Construction of the Tehama County Code to incorporate the most current California Building Standards Code and related updates

b) ORDINANCE - Request adoption of an ordinance repealing all of Title 15 and readopting Title 15 with current Governing Codes (2025) and mid-cycle amendments

1) Waive the reading
2) Accept the introduction
3) Adopt the Ordinance

Louise Wilkenson asked that a copy of the ordinance go to the Lake California HOA Board and for the Building Official to present the new ordinance to the Lake California Board.

Jenny Alexander commented that she appreciates the knowledge and excellence in interactions with the public of the Building Official.

In response to Supervisor Jones, Building Official Patrick Ewald clarified that the code will be available for review in his office.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

Enactment No: ORDINANCE 2150

25. ADMINISTRATION - Fiscal Manager Orepa Mamea **25-1998**

a) PUBLIC HEARING - Conduct a public hearing to consider written requests submitted for appropriations to Citizens Options for Public Safety (COPS) AB 1913 Supplemental Law Enforcement Services Account for FY 25/26

b) RESOLUTION - Request adoption of a resolution approving the FY 25/26 COPS expenditure plans and allocate the available funds as proposed

Fiscal Manager Orepa Mamea presented the COPS funding requests for 25/26.

Sheriff Dave Kain commented that the Sheriff's Office is carrying over funds for the radio system upgrade. Mr. Kain further clarified that the City of Tehama contracts with the Sheriff's Office for law enforcement and the use of COPS funds.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

Enactment No: RES NO. 2025-107

26. BOARD OF SUPERVISORS **25-1879**

a) DISCUSSION AND DIRECTION TO STAFF - On September 23, 2025, the Board provided direction to staff to present a proposal and recommendation regarding organizational restructuring for the department of Social Services and Public Guardian/Public Administrator office. Staff recommends restructuring all three services, Public Guardian/Public Administrator/Public Conservator, under the department of Social Services

Chief Administrator Gabriel Hydrick presented the proposed reorganization plan for the Public Guardian/Public Administrator.

In response to Supervisor Walker, Social Services Director Bekkie Emery clarified how the accounting team at Social Services keeps State funding and General Fund separate and that the funding streams are managed through separate budget units.

Jessica Clark commented about a Charter amendment from 2005 regarding the Public Guardian/Public Administrator. Ms. Clark asked how revenue would be brought in.

Jenny Alexander commented about how the plan to reorganize the Public Guardian/Public Administrator was developed. Ms. Alexander further commented about the Charter amendment.

Louise Wilkenson commented about the cost savings and that certain departments are targeted.

Melanie Kain commented that there is no transparency in this consolidation and that she was not consulted while she was the Public Guardian/Public Administrator. Mrs. Kain further commented that she was unable to hire, the wages were kept low on purpose and the assets of the department. She also commented about the qualifications of the interim director.

Liz Merry commented that the plan was developed in secret and that this was all done to get rid of the former director.

County Counsel Margaret Long explained the Charter amendment establishing the Public Guardian/Public Administrator.

Chief Administrative Officer Gabriel Hydrick commented about the next steps regarding class specifications and budget.

Direction was given to staff to proceed with the plan as presented.

10:46 AM RECESS

10:48 AM RECONVENE

27. ADMINISTRATION / PERSONNEL - Chief Administrator Gabriel Hydrick **25-2036**

a) AGREEMENT - Request approval and authorization for the Chairman to sign an agreement increasing Rebecca Emery's annual salary by an additional fifteen percent (15%) for additional assigned duties, effective 9/15/25 and continuing until the need for an Interim Public Guardian / Public Administrator no longer exists, as determined by the Board of Supervisors

In response to Supervisor Hansen, Chief Administrator Gabriel Hydrick explained Mrs. Emery's role as the interim Public Guardian/Public Administrator.

Jenny Alexander commented that an interim is only supposed to be used while a position is being recruited and the timelines for the use of an interim. Ms. Alexander further commented about Mrs. Emery's qualifications.

Louise Wilkenson commented about how the Board has treated department heads and the qualifications of candidates and interims.

Melanie Kain commented that the Public Administrator cases were being worked on and that Mrs. Emery does not know what she is doing. Mrs. Kain further commented that putting the Public Guardian/Public Administrator under Social services is going around the law. Mrs. Kain further asked how much time Mrs. Emery is spending at the Public Guardian/Public Administrator.

John Prinz commented that people should step up to be a supervisor and that people have no money to hire lawyers to fight the County.

Chief Administrator Gabriel Hydrick commented that Mrs. Emery has faced a lot of challenges in taking on the interim PA/PG and that he is very pleased with her performance. Mr. Hydrick further commented that Mrs. Emery is engaged and enthusiastic and that she is everything we would want in a Department Head.

Chairman Hansen commented that he appreciates Mrs. Emery stepping up to this challenge.

Supervisor Walker commented that he has had great interactions with Mrs. Emery and appreciates her taking this on.

Supervisor Jones stated that he agrees with the statements made by the other supervisors.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

Enactment No: MISC. AGR 2025-361

28. PERSONNEL / HEALTH SERVICES - Executive Director Jayme Bottke **25-1988**

a) Request approval of new classification specifications of Health Services Assistant I/II and Senior Health Services Assistant within the Joint Council bargaining unit, effective 1/1/25

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

b) RESOLUTION - Request adoption of a resolution amending the FY 25/26 Position Allocation List (PAL), (Reso #2025-074) by deleting nine (9.00 FTE) Office Assistant I/II allocations, deleting eleven (11.00 FTE) Office Assistant III allocations, and adding twenty (20.00 FTE) Health Services Assistant I/II allocations, effective 1/1/25

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

Enactment No: RES NO. 2025-108

c) Request approval to reclassify four (4.00 FTE) Office Assistant II incumbents as a Health Services Assistant I and seven (7.00 FTE) Office Assistant III incumbents as a Health Services Assistant II, effective 1/1/25

In response to Supervisor Walker, Health Services Executive Director Jayme Bottke explained that General Fund is not used for these positions.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

29. SHERIFF / PERSONNEL - Sheriff Dave Kain **25-2033**

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step D, upon successful completion of all pre-employment requirements.

In response to Supervisor Walker, Sheriff Kain clarified the number and use of K-9s in the department.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

30. SHERIFF / PERSONNEL - Sheriff Dave Kain **25-2034**

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Deputy Sheriff, Range 40, Step D, upon successful completion of all pre-employment requirements

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen
ABSENT: Supervisor Burroughs

31. SHERIFF'S OFFICE - Sheriff Dave Kain **25-2046**

a) AGREEMENT - Request approval and authorization for the Chair and the Sheriff to sign Agreement with Ronald L. Clark, DDS, for the purpose of providing medical services to assist the Tehama County Coroners with decedent investigations, with a not to exceed amount of $25,000, effective 1/1/26, and shall remain in effect until 6/30/26

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones

AYES: Supervisor Jones, Vice Chair Walker, and Chairperson Hansen

ABSENT: Supervisor Burroughs
Enactment No: MISC. AGR 2025-362

FUTURE AGENDA ITEMS

None

CLOSED SESSION

Louise Wilkenson commented on Closed Session #34.

Jenny Alexander commented on Closed Session #34.

33. CLOSED SESSION **25-2027**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

34. CLOSED SESSION **25-2041**

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

Agency Negotiators: TBD

Employee: Health Services Agency Executive Director

11:18 AM RECESS

1:30 PM RECONVENE

1:30 P.M.

32. ARCH COLLABORATIVE - CEO Kimberly Johnson **25-2038**

a) INFORMATIONAL PRESENTATION - Presentation regarding the True North Behavioral Health Campus

Health Services Executive Director Jayme Bottke and Arch Collaborative CEO Kimberly Johnson presented information on the potential True North Behavioral Health Campus.

In response to Supervisor Walker, Ms. Johnson stated that the project needs 19 acres for the building. Ms. Johnson further discussed the number of patients that can be served and the capacity of the facility.

In response to Supervisor Jones, Ms. Johnson stated that there would not be any increased County costs with this facility. Mrs. Bottke clarified that this facility would help with the burden on County staff and resources.

In response to Supervisor Walker, Mrs. Bottke estimated that this facility could save $500,000 in transport costs to the County no matter where it is located in the North State and that she would bring firmer numbers back to the Board.

In response to Chairman Hansen, Ms. Johnson explained that Signature Healthcare runs 9 hospitals across the State but that Arch Collaborative does not run any hospitals like this. Ms. Johnson discussed the employee requirements of the facility and the workforce development that will be needed.

REPORTABLE ACTIONS FROM CLOSED SESSION

33. CLOSED SESSION **25-2027**

a) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Government Code Section 54956.9). Name of Case: Poland et al v. Tehama County Board of Supervisors (Discussion and possible action relative to existing litigation.)

Reportable Action: No reportable action.

34. CLOSED SESSION **25-2041**

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

Agency Negotiators: TBD

Employee: Health Services Agency Executive Director

Reportable Action: 3-0 vote to appoint Gabriel Hydrick as County Negotiator

FUTURE AGENDA ITEMS

Supervisor Jones - presentation of the findings of the Rent Control Ordinance Ad Hoc (consensus received)

ADJOURN

2:05 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: December 11, 2025

APPROVED

_____
Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by_____

Tehama County

Agenda Request Form

File #: 25-2141 **Agenda Date:** 12/30/2025 **Agenda #:** 21.

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)
a) Request Adoption of SMS/MMS Messaging Privacy Policy
b) Request Adoption of SMS/MMS Terms of Service

Financial Impact:
No financial impact

Background Information:
The purpose of this item is to seek Board approval for the Privacy Policy and Terms of Service associated with the District's 10-Digit Long Code (10DLC) messaging campaign. Registration under the 10DLC system is required by U.S. and Canadian mobile carriers in order to enable business-to-consumer text messaging. To comply with 10DLC requirements, specific policies must be adopted to ensure transparency around privacy, consent, and opt-in procedures.

1. Privacy Policy:
The Privacy Policy explains how personal data will be collected, used, stored, and shared as part of the messaging program. Adoption of this policy ensures the District complies with applicable privacy laws, including the California Consumer Privacy Act (CCPA).

2. Terms of Service (TOS):
The Terms of Service inform users of the conditions for participating in the messaging campaign. This includes message frequency, possible carrier-imposed charges, and required opt-out instructions (e.g., replying "STOP" to end messages or "HELP" for assistance).

The 10DLC campaign will support the District's communication strategy by allowing rapid, direct outreach to individuals who elect to participate. Potential uses include notifying the public of burn day status, issuing alerts during air quality events such as wildfires, and providing updates on permit applications and other District programs.

Approval of the Privacy Policy and Terms of Service will allow the District to finalize registration and begin offering this service to the community.

E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Tehama County

Contract Description: For the purpose of SMS Terms of Service and Privacy Policy

APPROVED AS TO FORM:

Date: 12/09/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County Air Pollution Control District – SMS/MMS Terms of Service

1. Overview

The Tehama County Air Pollution Control District ("TCAPCD," "we," "our," or "us") provides SMS/MMS text message alerts to inform the public about air quality conditions, agricultural burn day status, burn hours, public notifications, and other service-related information. These Terms of Service ("Terms") govern your use of our messaging services.

By opting in to receive SMS/MMS messages from TCAPCD, you agree to these Terms.

2. Opt-In

You may opt in to receive text message notifications from TCAPCD through any of the following methods:

- Completing our online form at https://forms.office.com/r/m0AXT792Nb and checking the consent box.
- Providing verbal consent to TCAPCD staff.
- Sending a keyword (such as "START") to our designated phone number.
- Completing the electronic form that includes the required consent language.

"By checking this box, I consent to receive public notifications and air quality alerts via SMS from the Tehama County Air Pollution Control District. Reply STOP to opt-out; Reply HELP for support; Message & data rates may apply; Messaging frequency may vary. View our Privacy Policy at https://www.tehcoapcd.net/privacy and our Terms at https://www.tehcoapcd.net/terms."

3. Message Frequency

Messaging frequency may vary depending on air quality conditions, burn status, weather, and program needs.
You may receive multiple messages per day during periods of elevated activity.

4. Fees

Message and data rates may apply depending on your mobile carrier and plan.
TCAPCD is not responsible for any charges you may incur.

5. Opt-Out

You may opt out of receiving SMS/MMS messages at any time by replying:

STOP, END, QUIT, CANCEL, or UNSUBSCRIBE.

After you send the opt-out command, you will receive a confirmation message and will no longer receive notifications unless you opt in again.

To re-subscribe, reply START.

6. HELP and Support

For assistance with our messaging service, reply HELP to any message.

You may also contact us directly at:

Tehama County Air Pollution Control District
Phone: (530) 527-3717
Website: https://www.tehcoapcd.net

7. Eligibility

You must be the owner or authorized user of the mobile phone number provided for SMS communications.

8. Program Content

Messages may include:

- Agricultural burn day status
- Burn hours and restrictions
- Air quality conditions
- Public notifications related to TCAPCD programs
- Service-related updates

No marketing or promotional content is sent through this program.

9. Privacy

Your privacy is important to us.
Our collection and use of personal information through this messaging program is governed by our Privacy Policy, available at: https://www.tehcoapcd.net/privacy

Information submitted to the District may be subject to disclosure under the California Public Records Act (Government Code §7920 et seq.) unless an exemption applies.

10. No Warranties

SMS/MMS message delivery is provided “as-is” and may be affected by carrier issues, coverage, or network availability.
TCAPCD does not guarantee:

- Delivery of messages
- Message timeliness
- Message accuracy

11. Changes to These Terms

We may update these Terms from time to time.
Changes take effect when posted on our website.

12. Contact Us

If you have questions about these Terms or our messaging program, please contact:

Tehama County Air Pollution Control District
Phone: (530) 527-3717
Website: https://www.tehcoapcd.net

SMS/MMS Messaging Privacy Policy

Introduction

At the Tehama County Air Pollution Control District (TCAPCD), we are committed to protecting the privacy of our clients, staff, and the public. This policy explains how we collect, use, and safeguard personal information in connection with our SMS/MMS messaging services, in compliance with 10DLC regulations and applicable privacy laws.

Information We Collect

We collect limited personal information when you opt in to receive SMS/MMS communications from us. This may include:

- Your name
- Your mobile phone number
- Any message content or preferences you voluntarily provide

This information is collected solely to facilitate communication and ensure compliance with 10DLC requirements.

California Public Records Act:

Information submitted to the District may be subject to disclosure under the California Public Records Act (Government Code §7920 et seq.), unless an exemption applies. While we take steps to protect personal information, please be aware that communications with a public agency may not be exempt from disclosure.

How We Obtain Consent

By opting into our messaging services, whether through online forms, text message keywords, or other approved methods, you provide explicit consent to receive SMS/MMS messages from TCAPCD.
We do not send messages without prior opt-in, and participation is entirely voluntary.

How We Use Information

The information we collect is used exclusively to:

- Send public notifications, alerts, and service-related communications
- Provide updates related to air quality, burn day status, or district programs
- Comply with carrier, state, and federal regulations

We do **not** use your information for marketing or unrelated purposes.

We Do Not Sell Your Information

We will never sell or rent your personal information to third parties for marketing or promotional purposes.
Your information may be shared only with trusted third-party providers who help deliver our messaging services (such as SMS platforms), and even then, only to the extent necessary to provide those services.
We do not share or disclose any SMS mobile opt-in information for any other purpose.

Sharing of Information

Except as required to operate the messaging platform or by law, TCAPCD will never share your information with any third-party provider, advertiser, or outside entity.

Opting Out

You may opt out of receiving messages at any time by replying with one of the following keywords:
STOP, UNSUBSCRIBE, or another recognized opt-out command.

Once you opt out, you will no longer receive text messages from us unless you choose to opt in again.

Your Privacy Rights

You have the right to:

- Access the personal information we hold about you
- Request corrections to inaccurate information
- Request deletion of your personal information, where legally permissible

To exercise these rights, please contact us at (530) 527-3717.

Updates to This Policy

This policy may be updated periodically to reflect changes in technology, regulations, or business practices. Any updates will be posted publicly and take effect immediately upon publication.
We encourage you to review this policy regularly to stay informed about how we protect your information.

Contact Information

If you have any questions or concerns about this policy or our messaging practices, please contact:

Tehama County Air Pollution Control District
Phone: (530) 527-3717
Website: www.tehcoapcd.net

Tehama County

Agenda Request Form

File #: 25-2098 **Agenda Date:** 12/30/2025 **Agenda #:** 22.

ADMINISTRATION/ SOCIAL SERVICES/ DISTRICT ATTORNEY/ HEALTH SERVICES AGENCY

Requested Action(s)

a) Request approval of certificates recognizing the following employees for their years of faithful and dedicated service to the County of Tehama:

1) ADMINISTRATION - Thomas Provine, 10 years

2) SOCIAL SERVICES
   a) Eric Sutter, 15 years
   b) Evelyn Mora-Tello, 10 years

3) DISTRICT ATTORNEY - Bretton McAllister, 10 years

b) Request approval of retirement awards recognizing the following employees for their many years of faithful and dedicated service to the County of Tehama:

1) DISTRICT ATTORNEY - Kevin Hale

2) HEALTH SERVICES AGENCY- Deana Gee

Financial Impact:
None

Background Information:
None

Tehama County

Agenda Request Form

File #: 25-2084 **Agenda Date:** 12/30/2025 **Agenda #:** 23.

VICTIM WITNESS / PERSONNEL - Victim Witness Advocate Jeff Eldred

Requested Action(s)
a) RESOLUTION - Request adoption of a resolution amending Reso #2025-074, the FY 25/26 Position Allocation List (PAL), by deleting 1.00 FTE Victim Witness Advocate I/II (Limited Term) allocation and adding 2.50 FTE Victim Witness Advocate I/II allocations in Budget Unit 2011 and by increasing the Victim Witness Coordinator allocation from 0.10 FTE to .50 FTE in Budget Unit 20114, effective 12/30/25

Financial Impact:
Costs will be fully funded by the Victim Witness Grant and the Human Trafficking Grant. There is no impact to the General Fund.

Background Information:
The Victim Witness Division receives ongoing funding from the Victim Witness Grant, which is capable of fully funding one (1.00 FTE) Victim Witness Coordinator and three (3.00 FTE) Victim Witness Advocate I/IIs. The Division currently rotates the four (4) incumbents through Budget Units 2011 (Victim Witness), 20112 (UVA), and 20114 (Human Trafficking) as funding allows. Because Budget Unit 2011 receives ongoing funding, the Division requests to allocate the full 4.00 FTE to this unit. This would allow the Division to rotate employees into these allocations in the event the other grants are no longer available. To accomplish this, the Division requests to amend the Position Allocation List (PAL) in Budget Unit 2011 as follows:

- Delete 1.00 FTE Victim Witness Advocate I/II (Limited Term) allocation with a current sunset date of 10/1/26.
- Add 2.50 FTE Victim Witness Advocate I/II allocations for a total of 3.00 FTE allocations.

Additionally, to meet CalOES grant requirements, the Division requests to amend the PAL in Budget Unit 20114 as follows:

- Increase Victim Witness Coordinator from 0.10 FTE to 0.50 FTE.

The Joint Council Bargaining Unit and the Tehama County Management Employees' Association have been notified of the requested action and are in agreement.

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
DA VICTIM WITNESS (2011)						
Victim Witness Advocate I/II (Limited Term)(Sunsets 10/1/26)	Decrease	1.00	0.00	21/25	-	12/30/25
Victim Witness Advocate I/II	Increase	0.50	3.00	21/25	-	12/30/25
DA VICTIM WITNESS HUMAN TRAFFICKING (20114)						
Victim Witness Coordinator	Increase	.10	0.50	37	-	12/30/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ 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 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 a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

Tehama County

Agenda Request Form

File #: 25-2150 **Agenda Date:** 12/30/2025 **Agenda #:** 24.

PERSONNEL / LAW LIBRARY - County Librarian Alicia Meyer

Requested Action(s)
a) RESOLUTION - Request adoption of a resolution amending Resolution #2025-074, the FY 25/26 Position Allocation List (PAL), by increasing the FTE for the Law Library Clerk from .40 FTE to .50 FTE, effective 10/5/25

Financial Impact:
The Law Library operates out of Fund 410, a special district fund, which is self-sustaining. The Law Library Board of Trustees are responsible for approving revenue and expenditure budgets for Fund 410 and have approved the increased expenses associated with the requested action. There is no impact to the General Fund.

Background Information:
On June 26, 2025, the Tehama County Law Library Board of Trustees approved funding to increase the Law Library Clerk's allocation from .40 FTE to .50 FTE, effective October 2025. The requested action seeks approval from the Board of Supervisors to make the corresponding change to the Position Allocation List (PAL). The additional hours will enable the Law Library to provide services to the Corning branch as well as expand outreach efforts.

The Joint Council Bargaining Unit has been notified of the requested action and is in agreement.

TEHAMA COUNTY LIBRARY

CELEBRATING BOOKS, LEARNING & COMMUNITY IN RED BLUFF, CORNING & LOS MOLINOS, CA

TO: Jenna Madrigal, Personnel Analyst II

FROM: Alicia Meyer, MLIS, County Librarian AEM

DATE: December 8, 2025

RE: Law Library Clerk PAL increase from .40 to .50 FTE

At their meeting of June 26, 2025, the Law Library Board of Trustees voted to increase the full-time equivalent (FTE) of the Law Library Clerk from .40 to .50 (meeting minutes attached). The Law Library's budget for FY25-26 includes this change in salary and benefit accounts; however, this action was held due to PAL changes being frozen until October.

The Law Library Clerk, when allocated as .40 FTE, worked 16 hours per week. Combined with the low pay (this position is assigned to Range 14 on the Master Salary Schedule) and a patronage that can often be emotionally elevated when seeking services, this has been a challenging position to keep filled. As the last .40 FTE position in the County, this position received prorated leave hours (sick, vacation, and holiday) but was not eligible for other benefits (PERS and prorated option for medical insurance).

With the increase to .50 FTE, the Law Library Clerk will be scheduled as a halftime 9/80, working two 8-hour days one week and three 8-hour days the alternating week for a total of 40 hours per biweekly pay period. The alternating third work day will be spent in the Corning branch library to offer free Law Library services to that region of the county or will occasionally be scheduled to perform outreach activities when appropriate.

The Law Library operates out of Fund 410, a special district fund, which is self-sustaining and started FY2025-26 with a fund balance of just over $172k. The Law Library Board of Trustees are responsible for approving revenue and expenditure budgets for Fund 410. There is no impact to the General Fund.

I respectfully request that the Position Allocation List (PAL) allocation for Law Library Clerk be increased from .40 to .50 FTE, retroactive to 10/05/2025.

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
LAW LIBRARY (41010)						
Law Library Clerk	Increase	.40	.50	14	-	10/5/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ 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 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 a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

Tehama County

Agenda Request Form

File #: 25-2162 **Agenda Date:** 12/30/2025 **Agenda #:** 25.

ASSESSOR - Assessor Burley Phillips

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Assessor to sign the Memorandum of Understanding for cost sharing with the California Assessors' Association, in partnership with the California Board of Equalization, to provide access and maintenance to digital forms through department website for $1,150, effective upon signing and shall terminate 6/30/26

Financial Impact:
No impact to the General Fund. Covered by current Service and Supply budget.

Background Information:
This MOU aims to provide the public with improved access to digital state forms necessary for the accurate assessment of taxable property and for processing exemption applications that can now be signed and accessed online. The Assessor's Office seeks to partner with the California Assessors' Association and 48 other counties in a cost-sharing agreement to provide updated forms annually through county websites for public access. This statewide system offers a consistent online service for taxpayers and county users alike. By implementing this system, taxpayers can communicate with and obtain services from Assessor departments more efficiently, both now and in the future, through modern technology. The cost-share agreement is based on each county's needs. As part of this package, the eSDR tool is included. The eSDR is an interactive system for electronically filing Business Property Statements, allowing users to file individual statements online. Our county's share is $1,150 for the year, which will be covered by the current Services and Supplies budget, requiring no increase to existing budget requests. This agreement aligns with current technology trends, while also supporting timely updates to annual public forms-an improvement noted by the California Taxpayer's Rights Advocate Office as enhancing after-hours public support.

MEMORANDUM OF UNDERSTANDING
REGARDING THE CALIFORNIA COUNTY ASSESSORS
SHARED SYSTEMS CONTRACTS
DOCUMENT CONTROL DATE: JUNE 28, 2024

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is made and entered into this 28th day of June, 2024 by, between, and among the California Assessors' Association ("**CAA**"), the undersigned California Counties ("**Counties**") and the California Board of Equalization ("**BOE**") (each individually a "**party**" and collectively the "**parties**").

RECITALS

A. The Counties previously entered into joint powers agreements to cooperatively provide for the procurement and contracting for a vendor to provide identified information technology services, systems support and maintenance services to support the assessment functions ("**Shared Services**") performed by the California County Assessors ("**Participating Assessors**" or "**Assessor**"), each of which is an officer and agent of his or her respective County.

B. The CAA currently and will continue to contract with the vendor on behalf of the Counties for the Shared Services in that certain Technical Services and Systems Maintenance Support Agreement, as amended ("**Shared Services Agreement**"). The scope of work for the Shared Services Agreement is attached as Attachment A to this Agreement and incorporated by this reference The Counties have and will continue to reimburse the CAA for their respective shares of costs for the Shared Services Agreement as outlined in this MOU.

C. The parties desire to enter into this MOU to outline their respective participation, responsibilities, and duties for the Shared Services program and Shared Services Agreement.

TERMS

NOW, THEREFORE, the Parties, in consideration of the mutual promises set forth in this MOU, agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true, correct, and incorporated herein.

2. Purpose of Memorandum of Understanding. The purpose of this MOU is to outline the parties' respective participation, responsibilities, and duties for the Shared Services program and Shared Services Agreement.

3. Term. This MOU shall commence on July 1, 2024 and expire on June 30, 2026, unless otherwise terminated as provided herein. The parties may extend the term of this Agreement by written amendment. The Assessor for each County may approve such extended term for their respective County.

4. Administration.

a. This MOU shall be administered by the Vice-President of the CAA who shall be responsible for administering the Shared Services Agreement. A subcommittee shall be established by the CAA to oversee any material decisions of the Vice President under the Shared Services Agreement. The subcommittee may also request information from or provide direction to the Vice President regarding the Shared Services Agreement or this MOU.

b. The parties recognize that the costs associated with this MOU are shared costs approximately according to current e-Forms and BPS volume as detailed in **Attachment "B"**.

5. Payment For Performance. The CAA President is authorized to execute the Shared Services Agreement and to extend or amend the same. The annual not to exceed amount under the Shared Services Agreement shall be approved by the CAA and notice provided to the other parties.

Nothing in this MOU shall limit or prohibit the ability of a County from receiving extra data support services that are beyond the scope of this MOU, through the Shared Systems Agreement or otherwise. Such County shall be solely responsible for such costs as set forth in Section 6.

6. Participating Assessors' Share Of Costs. The respective share of the costs of services under this MOU to be paid by the Counties is as follows:

Ongoing/annual systems support and services costs: As provided for in Attachment B.

Each Assessor shall deposit his or her county's share of the first year's annual support costs of this MOU, in a project account to be established by the CAA, within thirty (30) days of the effective date of this MOU. Disbursements from this account shall be made only with the approval of the Vice President, who shall return any remaining principal and any accrued interest in the account upon expiration or termination of the MOU, in excess of account fees, to the Participating Assessors' Counties in proportion to the amount each contributed.

The Vice President shall provide to the Participating Assessors, upon request, copies of all billings submitted by and all payments made to any provider of services under this MOU. Payment of any unquestioned bill or item from a bill shall be made within sixty (60) days of receipt by the Vice President.

7. Records Retention. Individual property owner or similar data (the "**assessor records**") shall be stored on-line for a term of seven (7) years, and each participant will provide notice to the Vice President in year six (6) to establish a single procedure with input from the Participating Assessors for the disposition of these records. This section shall survive the termination of this MOU.

8. Assessor Records.

Data collected pursuant to this MOU will not be shared between the parties except as authorized by the Revenue & Taxation Code; and each Assessor's data is to be maintained separate and distinct to the individual County of each Assessor as provided by applicable law, including, but not limited to, Revenue & Taxation Code sections 408, 451 and 481.

The Vice President shall require that any provider of services contemplated by this MOU shall agree that records, data, information, materials, and forms are the property of the Assessors at all times and to maintain the confidentiality of all Assessor and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this MOU. All such records and information shall be considered confidential and kept confidential by the provider(s) and its staff, agents and employees.

9. Termination. Any party hereto may withdraw from this MOU by giving written notice by November 1st of each year to each of the other parties hereto. The parties recognize that the obligations and debts under this MOU are part of a whole and they are incurred annually. Any obligations or debts incurred hereunder shall become immediately due and payable by the withdrawing party. The withdrawing party shall not be entitled to a refund or credit for any sums paid under this MOU. As to the impact on the distribution of annual costs, the Participating Assessors may adjust or redistribute these costs as set forth in Attachment B. Notwithstanding the MOU term stated in Section 3 hereof, the addition or deletion of any party to this MOU shall not affect this MOU nor the intent to contract as described above with the other Parties to the MOU then remaining.

10. Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that

all losses or liabilities, incurred by a party shall not be shared pro rata, but instead the parties agree that each of the parties hereto shall fully indemnify and hold each of the other counties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU.

For any claim, expense, cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions of the Vice President, the parties agree that all losses and liabilities for such claim, expense, or damage shall be shared in the same proportion to each party's cost contribution as set forth in this MOU.

Should the legality of this MOU be challenged in any way, the parties shall share the costs of defense, litigation and any damages award in the same proportion as the same proportion to each party's cost contribution as set forth in this MOU.

11. Cooperation Of Parties. The parties recognize that it is essential to cooperate fully concerning the handling of data and information contemplated by this MOU. In connection with this MOU, the parties agree to provide any data, information, and documentation reasonably necessary to the performance of this MOU.

12. Modification. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding unless authorized by the parties in writing.

13. Successors And Assigns. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

14. Review For Legal Adequacy. Each party to this MOU acknowledges and agrees that this MOU has been reviewed by each party's respective legal counsel for legal adequacy.

15. Waiver. No waiver of the breach of any of the covenants, agreements, restrictions, or conditions of this MOU by either party shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this MOU. No delay or omission of either party in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof, or acquiescence therein, or be construed as a waiver of a variation of any of the terms of this MOU.

16. Severability Provision. If any term or portion of this MOU is held to be invalid, illegal, void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

17. Signature In Counterparts. This MOU may be executed in counterparts by all parties. The MOU is effective as to any signatory party on execution and, for purposes of enforcement.

18. Notices. Any notice or other communication ("**Notice**") which any party may desire to give to the other party under this MOU must be in writing and may be given by any commercially acceptable means, including via first class certified mail, personal delivery, or overnight courier, to the party to whom the Notice is directed, at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice shall be deemed received immediately if delivered by hand, on the third day from the date it is postmarked if delivered by first-class mail, certified and postage prepaid, return receipt requested, and on the next business day if sent via nationally recognized overnight courier.

19. Interpretation. The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

20. Venue. This MOU is made in Sacramento County, California. The venue for any legal action in state court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Sacramento. The venue for any legal action in federal court filed by any Party to this MOU for the purpose of interpreting or enforcing any provision of this MOU lying within the jurisdiction of the federal courts shall be the Eastern District of California.

21. Third-Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the Parties do not intend to create such rights.

22. Entirety of Contract. This MOU constitutes the entire agreement between the Parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT A

SDR/e-SDR/eFORMS

TECHNICAL SERVICES AND SYSTEMS MAINTENANCE SUPPORT AGREEMENT

BETWEEN

THE CALIFORNIA ASSESSORS' ASSOCIATION

AND

Modern iConcepts Inc.

doing business as

MODERN eConcepts

Technical Services and Systems Maintenance Support Agreement

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TECHNICAL SERVICES AND SYSTEMS MAINTENANCE SUPPORT AGREEMENT

This Technical Services/Systems and Maintenance Support Agreement ("Contract") is made and entered into as of the date fully executed by and between the California Assessors' Association, a nonprofit organization of the State of California ("Association"), and Modern iConcepts Inc., doing business as Modern eConcepts, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("Contractor") (Contractor and Association also referred to herein as "Party" or "Parties").

RECITALS

WHEREAS, Contractor desires to provide the Association with IT services, systems support and maintenance as detailed in Attachment A to this Contract ("Scope of Work"); and,

WHEREAS, in exchange for Contractor's services, Association agrees to pay Contractor, and Contractor agrees to bill Association according to the terms set forth in Attachment B, Invoice Instructions and Contractor's Pricing ("Contractor's Pricing")at the hourly rate set forth below;

THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, which includes the Scope of Work, Contractor's Pricing, and Resources provided by Association, set forth at Attachments A, B and C, respectively, and attached hereto and incorporated herein, specifies the terms and conditions by which Contractor will provide IT services and custom software maintenance and development to Association.

2. **Term of Agreement:** Contract term shall be July 1, 2022, through June 30, 2024, unless otherwise terminated as provided herein. Contract may be renewed upon expiration of this initial term, for two (2) additional consecutive one-year terms, upon mutual agreement of Parties. Association is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of Association.

3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state and county budget approvals; receipt of funds from, and/or obligation of funds by, the State of California to Association member counties and from Association-member counties to Association; and inclusion of sufficient funding for the services hereunder in the budget approved by Association for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Association may immediately terminate or modify the Contract without penalty.

4. **Compensation:** Association will pay Contractor an hourly rate of One Hundred Thirty-Five Dollars ($135.00) in year one, and year two for services rendered. Contractor's stated hourly rate shall remain in effect through the initial Contract term, ending on June 30, 2024. Should Parties elect to renew Contract for two additional one-year terms, Contractor rate will be One Hundred Fifty ($150.00) per hour rate for those two terms. Contractor will not bill Association for Contractor's vacation, holidays or training time.

   Contractor will not bill Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses associated with the performance of services under this Contract, except upon advance written approval by

Association. In no event shall amounts paid under this Contract exceed $385,000.00, plus pass-through expenses estimated at $40,000.00 for the initial 12-month term beginning July 1, 2022 and $385,000.00, plus pass-through expenses estimated at $40,000.00 for the second-year term beginning July 1, 2023 ending June 30, 2024. Payment for services shall be in accord with Contractor's Pricing.

5. **Assignment and Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of Association. Any attempt by Contractor to assign or sub-contract any services or portion of this Contract without the express written consent of Association shall be invalid and shall constitute cause for termination of this Contract.

6. **Coordinating Assessor:** The Association shall appoint a Coordinating Assessor to act as liaison between the Assessor and Contractor during the term of this Contract. Coordinating Assessor may require the removal and replacement of Contractor's personnel upon notification in writing to Contractor. If so notified, Contractor shall remove and replace such personnel within 14 calendar days. Contractor's replacement of personnel is subject to Coordinating Assessor's approval.

7. **Contract Administration:** Coordinating Assessor shall act as the contract administrator. However, only Association is authorized to make changes to this Contract. Coordinating Assessor will provide overall coordination and guidance of the Scope of Services and will address policy issues with Contractor as necessary and appropriate.

8. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the Scope of Work and to know the general conditions that may affect such work or costs thereof. Regardless of Contractor's responsibilities in this regard, Contractor is responsible to perform the Scope of Work at the agreed upon rate and according to Contractor's pricing. Association assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by Association are expressly stated in the Contract.

9. **Usage:** Association makes no guarantee to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, and based upon the last usage. Contractor agrees to supply services requested, as needed by Association regardless of quantity of service requested. Orders for Contractor's services will be placed at the sole convenience of Association.

10. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of Association. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of Association.

11. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from the performance of the Scope of Work are to be released by Contractor and/or anyone

acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by Association, except as necessary for the performance of the Scope of Work. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after Association approval.

12. **News/Information Release:** Contractor agrees it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or Scope of Work performed. Contractor must first obtain review and approval of said news media contact from Coordinating Assessor. Any requests for interviews or information received by the media should be referred directly to Coordinating Assessor.

13. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, Association may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
    a. Afford Contractor written notice of the breach and give Contractor ten calendar days or such shorter time that may be specified in this Contract to cure the breach;
    b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by Association any monies disallowed pursuant to the above.
    c. Terminate Contract immediately without penalty.

14. **Contract Disputes:** Parties shall deal with each other in good faith and attempt to resolve any disputes informally. Notice of any unresolved disputes shall be provided as follows::
    i. Contractor shall submit to Coordinating Assessor a written demand for a final decision on how the dispute shall be resolved, unless Association, on its own initiative, has already rendered a final decision.
    ii. Contractor's written demand shall be fully supported by factual information. If such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a signed written statement indicating the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes Association is liable.
    iii. Pending the final resolution of any dispute related to the performance of the Scope of Work, Contractor's Pricing or this Contract, Contractor will continue to perform under this Contract, including the performance of the Scope of Work. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of Association shall be expressly identified as such, shall be in writing and shall be signed by Coordinating Assessor or his designee. If Association fails to render a decision within 90 days after receipt of Contractor's demand, the Assessor will be deemed to have rendered a final decision adverse to Contractor's demand. Association's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of Association's final decision or one year following the accrual of the cause of action, whichever is later.

15. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other all papers, materials, and other properties of

the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non- disruptive business continuation of each Party.

16. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, Association may terminate this Contract.

17. **Expenditure Limit:** Contractor shall notify Coordinating Assessor in writing when the expenditures against the Contract reach 75 percent of the annual dollar limit on the Contract. Association is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless the Association agrees in writing.

18. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Association:

San Bernardino County Assessor
222 West Hospitality Lane, 4th Floor
San Bernardino, Ca. 92415-0311
Attn: Bob Dutton, Coordinating Assessor
Tel: 909-382-3210
Fax: 900-382-3215

Shasta County Assessor
1450 Court St # 208A
Redding, CA 96001
Attn: Leslie Morgan, President CAA
Tel: 530-225-3601
Fax: 530-225-5673

Contractor:

Modern iConcepts
160 S Old Spring Road
Suite #225
Anaheim Hills, CA 92808
Attn: Napoleon Dogaru
Tel: 714-388-6276

19. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the

sole and exclusive venue shall be a court of competent jurisdiction located in the county of the Coordinating Assessor and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

20. **Entire Contract; Amendments:** This Contract, including attachments A through C, which are incorporated by reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Association unless authorized by Association in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Association employee or agent, including but not limited to installers of software, shall not be valid or binding on Association unless accepted in writing by Coordinating Assessor or his designee.
21. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax, if such taxes are applicable.
22. **Delivery:** Time of delivery of services is of the essence in this Contract. Association reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.
23. **Patent/Copyright Materials/Proprietary Infringement:** Unless Association agrees otherwise in writing, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. In addition to indemnifying Association as provided below for any such claims, Contractor agrees to pay all costs, damages, penalties and expenses related to or arising from such claim(s), including but not limited to, attorney's fees, costs and expenses.
24. **Non-Discrimination:** Contractor agrees it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
25. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, Association has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by Association of its right to terminate the Contract shall relieve Association of all further obligations hereunder
26. **Consent to Breach Is Not a Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
27. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
28. **Independent Contractor:** Contractor shall be considered an independent Contractor

and neither Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of Association. Neither Contractor, employees, nor anyone working for Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through Association.

29. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to Association's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Association required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
30. **Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with Association Certificates of Insurance, including all endorsements required herein, necessary to satisfy Association that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with Association during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

    All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, this fact shall be indicated on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by Association.

    If Contractor fails to maintain insurance acceptable to Association for the full term of this Contract, Association may terminate this Contract immediately upon giving notice to Contractor.

    Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

    The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non- admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, the California Assessor's Association retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best's Rating of A-/VIII, the agency can accept the insurance.

    This policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence

	$2,000,000 aggregate
Professional Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the California Assessors' Association, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the California Assessors' Association shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the California Assessors' Association, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the California Assessors' Association.

All insurance policies required by this Contract shall give the California Assessors' Association 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven

days of notification by Coordinating Assessor, award may be made to the next qualified vendor.

Association expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the Coordinating Assessor as appropriate to adequately protect Association.

Association shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with Association incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Association shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

31. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release.

32. **Changes:** Contractor shall make no changes to the Scope of Work without Association's written approval.

33. **Force Majeure:** Contractor shall not be responsible for nonperformance or delay in performance caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to Association within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

34. **Confidentiality:** Contractor agrees to maintain the confidentiality of all Association and Association-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

35. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by Association in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Association. Contractor acknowledges that Association is relying on Contractor to ensure such compliance.

36. **Pricing:** Contractor's Pricing includes full compensation for providing all required services within the Scope of Work in accordance with required specifications, or services as specified herein and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

37. **Terms and Conditions:** Contractor acknowledges that it has read, understands and agrees to all terms and conditions included in this Contract

38. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the

purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

39. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

40. **Calendar Days:** The words "day" or "days" shall mean a calendar day or days rather than a 24-hour period, unless otherwise expressly provided.

41. **Attorney's Fees:** Except for any disputes arising out of paragraph 23 above, the Parties agree to bear their own attorney's fees, costs and expenses arising out of any dispute, action or proceeding to enforce or interpret any provision of this Contract.

42. **Interpretation:** This Contract has been negotiated at arm's length between Parties sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to execute this Contract by the other Party or by any person representing that Party, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the drafter is not applicable and is waived. This Contract shall be interpreted in a manner to effect the purpose of the Parties and Contract.

43. **Authority:** Each Party represents and warrants they are duly authorized to enter this Contract, and further warrants that the below signatories are authorized to enter a legally binding obligation for or on behalf of the Party.

44. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law.

45. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless Association, its elected and appointed officials, officers, employees, agents harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties, attorneys' fees and costs, including but not limited to personal injury or property damage, arising from or related to Contractor's performance of the Scope of Work or this Contract. Contractor's obligation to defend includes Association's right to choose its own attorneys. If a court of competent jurisdiction adjudges Association liable due to Association's active negligence, Contractor and Association agree that liability and any damages payable will be apportioned among the Parties accordingly. Neither Party shall request a jury apportionment.

46. **Ownership of Documents:** Coordinating Assessor and Association have permanent ownership of all directly and indirectly connected and derivative materials and work products produced under this Contract by Contractor. All current software, future add-on software, documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of Association and may be used by Association

as it may require without additional cost to Association. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor other than in connection with the performance of this Contract, without the express written consent of Coordinating Assessor and/or Association as appropriate.

47. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. Coordinating Assessor shall store these records for a period of three years after final payment is received from Association

Signature Page

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

California Assessors' Association

Date: 07/21/2022 By: _____

Bob Dutton, Coordinating Assessor

Date: 07/15/2022 _____

Modern Concepts –
Napoleon Dogaru, President

ATTACHMENT A

SCOPE OF WORK

I. OVERVIEW

A. Background Information:

Contractor shall assist California Assessor's Association by providing IT professional services, custom software development, project tracking and management in the following areas of CAA Shared Services application suites known as: SDR/e-SDR/BPSV and e-Forms.

II. CONTRACTOR RESPONSIBILITIES

A. Taxpayers Help Desk Support:

The contractor will provide limited taxpayers help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR) Taxpayers Help Desk Support with/for:
    a. Online filing process for supported forms and schedules
    b. Online filing process issues troubleshooting and resolution
    c. SDR bulk fillers upload process
    d. SDR bulk fillers SDR Schema Q&A and support
    e. Taxpayer's online services as user activation, password resets and other users administrative related functions.
    f. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
    g. Taxpayer's data scanning and troubleshooting of data related issues.
    h. Taxpayers change requests on approved by county data issues.
    i. Off Filing Season Help Desk Support Hours
        i. **Phone:** M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
        ii. **Email:** M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
    j. During Filing Season Help Desk Support Hours
        i. **Phone:** M-F 8AM-11PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    k. All phone and email inquiries response are based on staff availability
    l. All phone and email inquiries are replied with a status within 24 hours

2. E-Forms CAA Shared Service Taxpayers Help Desk Support with/for:
    a. Online form downloads process and navigation
    b. Online form downloads process issues troubleshooting and resolution
    c. Taxpayer's data scanning, troubleshooting and resolution of data related issues.
    d. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
    e. Annual Help Desk Support Hours
        i. **Phone:** M-F 10AM-10PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    f. All phone and email inquiries response are based on staff availability
    g. All phone and email inquiries are replied with a status within 24 hours

B. County Users Help Desk Support:

The contractor will provide limited county users help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR/BPSV) County Users Help Desk Support with/for:
    a. Taxpayer Portal Online filing process for supported forms and schedules
    b. Taxpayer Portal Online filing process issues troubleshooting and resolution
    c. Taxpayer Portal SDR bulk fillers upload process
    d. County user's online services as user activation, password resets and other users administrative related functions.
    e. County Portal and Taxpayer Online features support, Q&A and training
    f. Data scanning, troubleshooting and resolution of data related issues.
    g. County change requests on data issues.
    h. Users Training and Demos
    i. Off Filing Season Help Desk Support Hours
        i. **Phone:** M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
        ii. **Email:** M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
    j. During Filing Season Help Desk Support Hours
        i. **Phone:** M-F 8AM-11PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    k. All phone and email inquiries response are based on staff availability
    l. All phone and email inquiries are replied with a status within 24 hours

2. E-Forms CAA Shared Service County Users Help Desk Support with/for:
    a. Online form downloads process and navigation
    b. Online form downloads process issues troubleshooting and resolution
    c. County Portal and Taxpayer Online features support, Q&A and training
    d. Data scanning, troubleshooting and resolution of data related issues.
    e. County change requests on data issues.
    f. Annual Help Desk Support Hours
        i. **Phone:** M-F 10AM-10PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    g. All phone and email inquiries response are based on staff availability
    h. All phone and email inquiries are replied with a status within 24 hours

C. System Infrastructure Support:

The contractor will provide limited system infrastructure support services related for both SDR and e-Forms CAA Shared Service. This support is constricted and limited by the fiscal year budget assigned. The infrastructure is defined as the platform where both SDR and e-Forms are operating, this includes production, testing and development environments. Those services include the following:

1. Microsoft Azure Services daily monitoring of SDR and e-Forms production and test environments.
2. Microsoft Azure Services configuration adjustments and management.
3. Microsoft Azure Services configuration updates and upgrades.
4. Microsoft Azure Services issues troubleshooting and resolutions in collaboration with Microsoft Azure support services.
5. Microsoft Azure Services daily operations tasks need for SDR and e-Forms to operate.
6. SDR and e-Forms Applications deployments to production and test environments
7. Maintenance of production, test and development environments.

8. Development environment and required services setup.
9. Development workstations and required tools setup.
10. Development environment issues troubleshooting and resolutions.
11. Development environment updates and upgrades.

D. Applications Operations Support:

The contractor will provide limited application operations support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Daily tasks needed by both SDR and e-Forms to operate:
    a. Execute batches processes requires by both SDR and e-Forms systems
    b. Execute backups
    c. Execute needed configurations adjustments to Microsoft Azure services
    d. Email and phone calls taxpayers support tickets triaging
    e. Email and phone calls county users support tickets triaging
    f. Project management tasks

2. Annual operation tasks needed by both SDR and e-Forms to operate:
    a. BOE forms templates adjustments and updates
    b. SDR annual Equipment Category and Depreciation Factors updates
    c. SDR New filling season setup and deployment
    d. e-Forms new lien year setup and deployment
    e. Adjustments and enhancements triaging for the new filing season
    f. SSL/TLS Certifications renewals and Domain renewals
    g. Projects FY planning and budgeting

3. Ad Hoc required tasks needed by both SDR and e-Forms to operate:
    a. Execute and verify counties data change requests
    b. Execute and verify taxpayers' data change requests
    c. Data Recovery when needed
    d. Urgent tasks needed to be executed to ensure no interruption of operations
    e. County users' announcements

4. Application Deployment and Release management.
    a. Deployment and Release announcements

E. Applications Maintenance Support:

The contractor will provide limited application maintenance support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications changes and updates. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Software Defects related tasks needed by both SDR and e-Forms:
    a. Defects Analysis and Reproductions
    b. Defects Development
    c. Defects Tracking
    d. Defects Testing

2. Software Enhancements related tasks needed by both SDR and e-Forms:
    a. Enhancements Analysis
    b. Enhancements Requirements

c. Enhancements Development
d. Enhancements Tracking
e. Enhancements Testing

3. Application Data related tasks needed by both SDR and e-Forms:
   a. Database Performance and Tuning
   b. Database Migrations
   c. Database Testing

4. Application User Acceptance Testing
   a. UAT Planning
   b. UAT Efforts
   c. UAT Defects tracking

F. Project Management:

Contractor shall assist with technical project supervision and management on software projects for which Association decides Contractor has sufficient expertise. The contractor will provide project management services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Project Planning.
2. Timelines Planning
3. Effort Triaging and Tracking
4. Effort and Cost Tracking
5. Release Reports
6. CAA required Reports
7. Project Meetings
8. Project Documentation
9. Client Coordination
10. Project Administration

G. Projects Expense Management:

The contractor will provide project expenses management related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Applications related expenses tracking
2. Applications related expenses invoicing services

H. Out of Scope Work:

The contractor will identify any work that is considered out of scope and provide a detailed estimate to coordinating assessor and CAA for approval prior of any effort consumed. The estimate will contain a total estimated labor hours at the rate schedule listed below and a total estimated pass-through expense, such as equipment, software, services and any other reasonable costs required to complete the out of scope work order. Once the work is approved and signed off by coordinating assessor or CAA, the contractor will start the work order. Within 25% of the initial estimated cost consumed the contractor can provide one final cost adjustment in the event new items are identified to increase the overall cost for the given work order. The contactor will wait for approval of the cost adjustment before continuing with work order effort. In case the adjustment is denied then contractor will bill only for the work completed up to the cost adjustment.

Staff Title	FY 2022-23	FY 2023-24	Additional one-year terms
	Rate Per Hour	Rate Per Hour	Rate Per Hour
Application Tester	$100	$100	$110
Analyst	$100	$100	$110
Level 1 Help Desk	$100	$100	$110
Sr. Business Analyst	$135	$135	$150
Sr. Project Manager	$135	$135	$150
Sr. Programmer/Developer	$135	$135	$150
Sr. DBA	$135	$135	$150
Sr. System Engineer	$135	$135	$150
Special Skill	Market	Market	Market

Examples for Out of Scope work can be the following:

1. SDR forms (571L/LA/F/A/R) excessive changes by state regulation that the effort required to implement them exceeds the SDR assigned fiscal year effort for such work.

2. SDR support for more forms and schedules i.e. business, vessel and airplane property.

3. SDR Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the SDR assigned fiscal year effort for such work.

4. e-Forms (111 forms) excessive changes by state regulation or CAA that the effort required to implement them exceeds the e-Forms assigned fiscal year effort for such work.

5. e-Forms Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the e-Forms assigned fiscal year effort for such work.

6. Infrastructure changes and updates in Microsoft Azure Services that will result in excessive effort required to comply and support those changes and updates, exceeding the assigned fiscal year budget for such work.

7. SDR/e-SDR/BPSV and e-Forms projects changes and procedures demanded by CAA that will result in excessive effort required to comply and support, exceeding the assigned fiscal year budget for such work.

ATTACHMENT B

INVOICE INSTRUCTIONS AND CONTRACTOR'S PRICING

INVOICING AND PAYMENT

Contractor shall submit invoices monthly in arrears in acceptable detail and format that includes services performed, number of hours expended and amount being invoiced as may be requested by Coordinating Assessor.

Invoices must reference this Contract and must clearly specify the services performed.

Contractor shall submit two invoices to the Coordinating Assessor. Each invoice shall have a unique number and will include the following information:

Invoice Format

A. Name and Address of Contractor;

B. Name of Association;

C. Address of Association;

D. Contract Number/Price Contract Number

E. Contractor's Federal I.D. Number;

F. Date of Service;

G. Service Description (material and labor);

H. Billable Hours;

I. Hourly Rate and an Extended Dollar Amount

Contractor shall endeavor to format invoices so that Association may easily match invoice charges against the pricing in this Contract.

Responsibility for providing an acceptable invoice rests with Contractor.

Payment will be thirty days after receipt of an invoice in a format acceptable to Association. Responsibility for providing an acceptable invoice rests with Contractor.

Invoices submitted prior to completion of work that do not state all of the required information may be returned to Contractor for corrective action.

Each invoice shall be reviewed, verified and approved by Coordinating Assessor prior to payment to ensure that the billing is consistent with the compensation provisions of this Contract. Association will pay Contractor within the normal processing schedule of Association's accounts payable section or sooner.

Contractor shall send invoices to:

San Bernardino County Assessor
222 West Hospitality Lane, 4th Floor
San Bernardino, CA 92415-0311
Attn: Bob Dutton, Coordinating Assessor

ATTACHMENT C

ASSOCIATION SUPPLIED ITEMS AND RESOURCES

Association shall supply Contractor with the following

1. Source code and licenses necessary for the maintenance and development of shared services project.

FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

1. PARTIES AND DATE.

This First Amendment to the Technical Services/Systems and Maintenance Support Agreement ("**Amendment**") is made and entered into this 28th day of June, 2024 ("**Effective Date**"), by and between the **California Assessors' Association**, a nonprofit organization of the State of California ("**Association**") and **Modern iConcepts Inc.,** doing business as **Modern eConcepts**, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("**Contractor**"), and are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Amendment.

2. RECITALS.

2.1 Agreement. Association and Contractor entered into that certain Technical Services/Systems and Maintenance Support Agreement with a term from July 1, 2022 through June 30, 2024 ("**Agreement**"), whereby Contractor agreed to provide IT services, system support and maintenance, as detailed in Attachment A to the Agreement.

2.2 Amendment. Association and Contractor desire to amend the Agreement for the first time to provide for an extension of the term to the Agreement. The Agreement term expires on June 30, 2024. The intent of the Parties, via this Amendment, is to extend the term of the Agreement for continued services and update the compensation to a quarterly billed flat annual fee for the extended 2-year term.

3. TERMS.

3.1 Term of Agreement. Section 2 of the Agreement titled "Term of Agreement" is amended to replace in full the first sentence to the follow italicized text:

Contract term shall be July 1, 2024 through June 30, 2026, unless otherwise terminated as provided herein.

3.2 Compensation. Section 4 of the Agreement titled "Compensation" is amended and replaced in full by the following italicized text:

Compensation, listed below, shall be an annual flat fixed cost for the services described in Attachment A, the Scope of Work and shall be allocated as follows.

SDR/e-SDR/BPSV	*Annual Fixed Rate:*	*$225,000.00*
E-Forms	*Annual Fixed Rate:*	*$144,000.00*

Total Annual Fixed Rate: $369,000.00

Contractor shall bill the Association quarterly a flat fee for services rendered based on a proportional share of the annual fixed rate. Contractor shall not bill the Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses associated with the performance of services under this Contract, except upon advance written approval by the Association. In no event shall amounts paid under this Contract exceed $369,000.00, plus pass-through expenses estimated at $40,000.00, annually. Payment for services shall be in accord with Contractor's pricing.

3.3 Notice to the Association. Section 18 of the Agreement titled "Notices" is amended to delete the first Association contact "Bob Dutton" and his associated address and replaced with the following contact information.

Attn: Vice President
California Assessors' Association
1540 River Park Drive Suite 211
Sacramento, CA 95815-4608

Phone: (916) 634-4203

3.4 Insurance. Section 30 of the Agreement titled "Insurance Provisions" is amended to add the following coverage:

Coverage	***Minimum Limits***
Cyber Liability	*$5,000,000 per occurrence*

The cyber liability policy shall contain the same endorsements as required for the Commercial General Liability policy. The members of the Association and their respective counties shall be similarly added as an additional insured for all coverage required under this Agreement.

3.5 Signatories. The Association's signatory as written "Bob Dutton, Coordinating Assessor" under the Signature Page is amended and replaced by "Christina Wynn, California Assessors' Association President."

3.6 Scope of Work. For the extended term of the Agreement, as defined in this Amendment, any out of scope work, as described in *Section H* of Attachment A to the Agreement, shall be done at the Rate Per Hour listed under the "Additional one-year terms" rate structure, equaling $150 per hour for senior staff and $110 per hour for junior staff.

3.7 Invoice Instructions. Attachment B titled "Invoice Instructions and Contractor's Pricing" is amended in the following ways:

a. The first sentence is replaced in full by the following italicized text: *Contractor shall submit invoices quarterly in arrears in acceptable detail and format that includes services performed and amount being invoiced as may be requested by Vice-President. Any references in the original contract to Coordinating Assessor are herewith amended to Vice President.*

b. Under the **Invoice Format** section, delete listed item H. "Billable Hours" and item I. "Hourly Rate and an Extended Dollar Amount" in their entirety without replacement.

c. Replace the name "Bob Dutton" and associated address under the "**Contractor shall send invoice to:**" with the following:

CAA c/o Shared Systems
1540 River Park Drive, Suite 211
Sacramento, CA 95815

3.8 Reduced Scope of Work. For the extended term of the Agreement, as defined in this Amendment, the following shall be required, as opposed to any language that would indicate otherwise in the Agreement.

Contractor shall provide quarterly flat fee billing for all invoicing.
Contractor shall provide quarterly Association updates reports.
Contractor shall provide quarterly reduced project status reports.
Contractor shall provide one annual project report.

3.9 Counties. The Parties recognize that Contractor may receive information from Association's members and their respective counties. Such entities shall be considered Association's agents or contractors under this Agreement and such counties shall be express third party beneficiaries of the Agreement. Without limiting any of the foregoing, Contractor understands and agrees that it may receive confidential information from each county and shall treat such information in the same manner as confidential information received from the Association. However, Contractor shall only share such county confidential information as directed by such county and in accordance with all applicable law.

3.10 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Effective Date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.11 Adequate Consideration. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.12 Successors. This Amendment shall be binding on and shall inure to the benefit of the Parties, their successors, and assigns.

3.13 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[*Signature Page Follows*]

SIGNATURE PAGE TO
FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CALIFORNIA ASSESSORS' ASSOCIATION

By: Christina Wynn 7/01/2024
Christina Wynn
President

MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

By: 07/01/2024
Napoleon Degaru
President

ATTACHMENT B

President
KRISTINE LEE
Kings County
Kristine.Lee@co.kings.ca.us

Immediate Past President
*** LESLIE MORGAN**
Shasta County
lmorgan@co.shasta.ca.us

President-Elect
CHRISTINA WYNN
Sacramento County
wynnc@saccounty.gov

Vice President
JEFF PRANG
Los Angeles County
JPrang@assessor.lacounty.gov

Treasurer
TARA FREITAS
Tulare County
tfreitas@tularecounty.ca.gov

Presidential Appointments

***DON H. GAEKLE**
Stanislaus County
gaekled@stancounty.com

***LARRY STONE**
Santa Clara County
lstone@larrystone.net

***JIM ROONEY**
Amador County
jrooney@amadorgov.org

CLAUDE PARRISH
Orange County
cparrish@asr.ocgov.com

DEVA PROTO
Sonoma County
deva.proto@sonoma-county.org

Regional Representatives
PHONG LA
Alameda County (BAAA)
phong.la@acgov.org
JOSEPH HOLLAND
Santa Barbara County (CSCAA)
holland@co.santa-barbara.ca.us
LAURA MARSHALL
Sierra County (NCAA)
lmarshall@sierracounty.ca.gov

Ex-Officio/Secretary
KRISTEN DEPAUL
Modoc County
204 S Court St., Suite 106
Alturas, CA 96101
Phone (530) 233-6219

Committee Chairs
Standards
STEPHEN S. DUCKELS
Yuba County
Legislative
SHELLY SCOTT
Marin County
Education
VINCENT KEHOE
Mariposa County

2023 August Shared Services SDR/e-SDR/BPSV 2022-23 FY Update

DATE: **August 18th, 2023**

FROM: **San Bernardino County Assessor-Recorder-County Clerk**

SUBJECT: **CAA Shared Services SDR/e-SDR/BPSV 2022-23 FY August Update**

SDR/E-SDR/BPSV completed 19 filling seasons on 7/01/2023 with **37** counties participating in SDR and **21** in E-SDR. The following are highlights for 2023 completed season as which started on 01/23/2023:

- **135,097** business property statements were submitted in 37 counties, bringing the overall total to **2,006,477** business property statements, this is **-2.79% YoY decrease**.
- **18,219** business property statements were submitted via SDR bulk filing across 37 SDR participating counties that is **-4.54% YoY decrease**. This brings the overall SDR total to **229,307** SDR bulk statements.
- **116,878** business property statements were submitted via e-SDR online filing across **21** participating counties that is **-2.48% YoY**. This brings the overall e-SDR total to **1,777,170** statements.
- **Orange** County is the number one county, with **39,908** statements representing **29.54**% for the total statements received in 2023, followed by **San Bernardino** and **Sacramento** Counties with **10.08%** and **9.48%** respectively.
- **Top 15** counties count for **95.26%** of the business property statements received in 2023.
- **11** Counties out of **37** SDR participating experienced annual growth in SDR submitted statements, ranging from **0.87% to 60%** year over year – averaging **12.70% YoY** per county.
- **25** Counties out of **37** SDR participating experienced annual decline in SDR submitted statements, ranging from **-1.57% to -25%** year over year.
- **5** Counties out of **21** e-SDR participating experienced annual growth in e-SDR submitted statements, ranging from **1.69% to 36.27%** year over year – averaging **12.72% YoY** per county lead by Ventura with +36%.
- **14** Counties out of **21** e-SDR participating experienced annual decline in e-SDR submitted statements, ranging from **-0.53% to -30.94%** year over year lead by Marin with -30.94%.
- **75%** of businesses that filed in 2022 filed again in 2023, that represents **2.67%** increase in 2 years consecutive taxpayer retention year over year.
- **62%** of businesses that filed in 2021 filed again in 2022 and 2023, that represents **1.6%** increase in 3 years consecutive taxpayer retention year over year.
- **87%** of the businesses filed 2 times or more in last 19 years, while **77%** of the businesses filed 3 times or more.
- **3 weeks prior** to deadline (4/17 to 5/9) **77,150** statements were filed, that is **57%** of all statements - more than 1/2 all statements are filed in last 3 weeks prior deadline.
- On 05/03/2022 at 6 AM the system filing velocity peaked at **1 statements every 2.15 seconds** – that means the system receives more than **1,669 statements per hour**
- **53,829 or 39.8%** statements were filed between May 1st and May 8th (deadline) – **that is 2 in 5 statements.**
- In 2022-23 FY the user support level was the same as 2021-22 FY without any significant changes.
- Counties like **Ventura, Modoc, Del Norte and San Mateo** experienced healthy growth numbers as: **29%, 14.63%, 8.33% and 7.12% respectively**
- Only **37.03%** of all accounts uploaded by the 21 participating counties, that received notice to file counties submitted statements, showing further growth potential in the future. **Contra Costa, Tulare, San Bernardino, and San Mateo** had **64%, 59%, 57% and 53%** of the uploaded accounts filed respectively.

SDR/E-SDR/BPSV 2022-23 FY SUPPORT AND OPERATIONS SCHEDULE:

Following is the updated completed schedule for the SDR/E-SDR/BPSV project support for the 2022-23 FY.

#	Date	Description	Status
1	*10/01/2022*	*All counties feedback and requests regarding 2023 SDR/e-SDR/BPSV enhancements and fixes must be provided to SDR/e-SDR support team for analysis and triage and effort evaluation.*	*Done*
2	*11/15/2022*	*All SDR supported BOE forms revisions changes are frozen. Only revision changes available on BOE assessor web site accessed by Coordinating County (San Bernardino) by this date will be consider for SDR Schema changes and added to SDR/e-SDR as sample forms.*	*Done*
3	*11/22/2022*	*All 2023 SDR/e-SDR Schema changes (if any) must be completed, and schema must be frozen for the 2023 SDR filing season.*	*Done*
4	*12/19/2022*	*All 2023 SDR/e-SDR/BPSV enhancements and fixes analysis and triage should be completed, and the final list of items will be passed to the development team for implementation*	*Done*
5	*01/07/2023*	*All 2023 SDR/e-SDR enhancements and fixes to be completed and ready for internal user acceptance testing (UAT).*	*Done*
6	*01/07/2023*	*Internal User Acceptance Testing (UAT) must be completed.*	*Done*
7	*01/07/2023*	*All participating counties that want to provide the following to the SDR support team:* *Assessor Info Changes* *County Seal to be printed on SDR forms.* *County Form Header info to appear on the SDR Forms* *County Contact Info to be listed on the website.* *County Filing instructions to be listed on the web site.* *If counties do not provide this data for 2023, 2022 data will be used.*	*Done*
7	*01/07/2023*	*Equipment Categories and Depreciation Tables must be provided by CAA to SDR/e-SDR Support team to be converted and uploaded for 2023 filing season.*	*Done*
8	*01/16/2023*	*2023 SDR/e-SDR Test site will go live for 2023 filing season and be available to county users.*	*Done*
9	*01/23/2023*	*2023 SDR/e-SDR Production site will go live for the 2023 filing season and will be available to county users. Defaults e-SDR filing season opening dates will be set to 02/01/2023. SDR/e-SDR Production will be ready for county users to upload account files and set up the e-SDR filing season opening date as needed. Also, counties can upload cost files and/or prior year processed BPSV bundles.*	*Done*
10	*02/27/2023*	*BPSV aircraft factors must be provided by CAA to SDR/e-SDR/BPSV support team to be distributed with the 2023 BPSV tool in proper format.*	*Done*
11	*~~03/06/2023~~* *04/01/2023*	*BPSV enhancements and testing must be completed for 2023 BPSV tool.*	*Done*
12	*~~03/15/2023~~* *04/05/2023*	*2023 BPSV VERSION 17 will be ready for county users to download and use.*	*Done*
13	*07/01/2022 – 06/30/2023*	*Operations and Helpdesk Support is continually in progress 24/7/365.*	*Done*

Note: Remaining tasks are in **bold**.

SDR/E-SDR 2022-23 FY TAXPAYERS' PORTAL RELEASE SCHEDULE

Since going live on 01/23/2017, SDR/E-SDR/BPSV Taxpayers' Portal had a total of ***54*** releases over 2016-22 FY (6). For 2022-23 FY we had 4 scheduled releases for SDR/E-SDR/BPSV Taxpayers' Portal as seen below:

#	Release	Description	Status
55	*R 1.10.0* *2023-01-23* *Scheduled*	*2023 SDR 2.0 PROD Environment Go Live (55th release)* *IMP: Update categories and factor tables,* *IMP: PDF forms,* *IMP: county logos, county information* *IMP: Statement Storage Refactored* *FIX: Various application bug fixes*	*Done*
56	*R 1.10.1* *2023-01-31* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (56th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
57	*R 1.10.2* *2023-02-28* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (57th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
58	*R 1.10.3* *2023-03-31* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (58th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*

Note: Remaining tasks are in **bold**.

SDR/E-SDR 2022-23 FY COUNTIES' PORTAL RELEASE SCHEDULE

Since going live on 01/23/2017, SDR/E-SDR/BPSV Counties' Portal had a total of **47** releases over 2016-22 FY (6). For 2022-23 FY we planned 4 scheduled releases for SDR/E-SDR/BPSV Counties' Portal as seen below:

#	Release	Description	Status
48	*R 1.10.0* *2023-01-23* *Scheduled*	*2023 SDR 2.0 PROD Environment Go Live (48th release)* *IMP: Update categories and factor tables, PDF forms, county logos, county information* *IMP: Statement Storage Refactored* *FIX: Various application bug fixes*	*Done*
49	*R 1.10.1* *2023-02-1* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (49th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
50	*R 1.10.2* *2023-03-01* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (50th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
51	*R 1.10.3* *2023-04-01* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (51st release)* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*

Note: Remaining tasks are in **bold**.

BPSV 2022-23 FY SOFTWARE RELEASE SCHEDULE

BPSV Tool had a total of **19** releases over 2015-22 fiscal (7) years. For 2022-23 FY we planned 2 scheduled releases for BPSV 2023 (v17) Tool as seen below:

#	Release	Description	Status
20	*R 17.0.0* *~~2023-03-15~~* *2023-04-05* *Scheduled*	*2023 BPSV 17 Release Go Live (20th release)* *all completed 2023 feature release with 2023:* *- Equipment Categories* *- Equipment Depreciation Factors Tables* *- 571 L,A,F,R, LA Forms and supported schedules* *- County Information and Seals* *- Windows 11 and .Net upgrades*	*Done*
21	*R 17.0.1* *~~2023-04-01~~* *2023-06-30* *Scheduled*	*2023 BPSV 17 Improvements and Fixes (21st release)* *- IMP: Miscellaneous improvements* *- FIX: Various application bug fixes* *- Final Windows 11 and .Net upgrades*	*Done*

Note: Remaining tasks are in **bold**.

IMPACT AND ACTION ITEMS

BPSV (BUSINESS PROPERTY VIEWING AND PROCESSING TOOL) UPGRADE

BPSV Tool was developed and released in 2007 (15 years ago) to run on Windows XP, and upgraded in 2009 to run on Windows 7, however, to officially be Windows 10 fully compliant, BPSV and its third-party components must be upgraded again. With 2017 BPSV version (12.x), the SDR support team conducted some small tweaks to make it run **unofficially** on Windows 10, this is the current state of the application currently.

BPSV Tool and its software components upgrade is a high impact item that will fully be completed in 2022-23 fiscal year. SDR/e-SDR/BPSV support team evaluated the effort and provided an $75K estimated cost to the coordinating County (San Bernardino) subject to Microsoft current platform and third-party vendors components. This BPSV Upgrade effort officially allows BPSV to run on Windows 10, 11 and future versions of Windows for the next 5 years with a newer .net framework and newer third-party components if newer versions are available. This item was partly completed with BPSV 2022 (v16) deployed on 4/18/2022 and with the last piece was completed when BPSV 2023 (v17) was deployed by end of 2022-23 FY.

COUNTIES PARTICIPATION IN SHARED SERVICES AFFECTING PARTICIPATION COST

In 2022-23 FY counties participation has change possible affecting individual counties cost for next fiscal years:

- **2022-23 FY e-SDR Participation: 21 counties out of 58 (36%) participation vs 22 in 2021-22 FY**
- **2021-22 FY SDR Participation: 37 counties out of 58 (64%) participation vs 38 in 2021-22 FY**

Thank you everyone on behalf of the Ad-Hoc Committee for your unwavering help and support. Our shared systems are stable and cost effective to taxpayers and counties, and we are moving forward improving taxpayers and counties relations using modern technologies even after a few difficult pandemic years.

Chris Wilhite, Coordinator and San Bernardino County Assessor-Recorder-County Clerk
ct: Ad Hoc Sub-Committee on Electronic Filings

APPENDIX A: SDR/E-SDR COUNTY PARTICIPATION FOR 2023 SEASON

Below are the Statewide Counties participation details for the 9 fiscal years including 2023-24 FY:

		Contract - 2015-2018 (3 yrs)									Contract - 2018-2020 (2 yrs)						Contract - 2020-2022 (2 yrs)						Contract - 2022-2024 (2 yrs)					
	Totals	24	43	43	27	39	44	27	39	44	23	37	44	22	38	47	22	38	47	22	38	47	21	37	47	21	37	47
		2015-16 FY Operations			2016-17 FY Operations			2017-18 FY Operations			2018-19 FY Operations			2019-20 FY Operations			2020-21 FY Operations			2021-22 FY Operations			2022-23 FY Operations			2023-24 FY Operations		
Code	County	2016 Filing Year e-SDR	2016 Filing Year SDR	2016 e-Forms	2017 Filing Year e-SDR	2017 Filing Year SDR	2017 e-Forms	2018 Filing Year e-SDR	2018 Filing Year SDR	2018 e-Forms	2019 Filing Year e-SDR	2019 Filing Year SDR	2019 e-Forms	2020 Filing Year e-SDR	2020 Filing Year SDR	2020 e-Forms	2021 Filing Year e-SDR	2021 Filing Year SDR	2021 e-Forms	2022 Filing Year e-SDR	2022 Filing Year SDR	2022 e-Forms	2023 Filing Year e-SDR	2023 Filing Year SDR	2023 e-Forms	2024 Filing Year e-SDR	2024 Filing Year SDR	2024 e-Forms
1	Alameda	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Alpine	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
3	Amador	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Butte	No	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
5	Calaveras	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	Colusa	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
7	Contra Costa	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	Del Norte	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
9	**El Dorado**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**
10	**Fresno**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
11	Glenn	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
12	Humboldt	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
13	Imperial	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14	Inyo	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
15	Kern	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
16	Kings	No	Yes	No	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
17	**Lake**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No***	**No***	**Yes**	**No**	**No**	**Yes**
18	Lassen	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
19	Los Angeles	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No
20	Madera	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
21	Marin	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
22	Mariposa	No	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
23	Mendocino	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
24	Merced	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
25	Modoc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
26	Mono	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
27	Monterey	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
28	Napa	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
29	Nevada	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
30	Orange	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
31	Placer	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
32	Plumas	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
33	Riverside	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
34	Sacramento	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
35	San Benito	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
36	San Bernardino	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
37	San Diego	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No
38	San Francisco	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
39	San Joaquin	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
40	San Luis Obispo	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
41	San Mateo	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
42	Santa Barbara	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
43	Santa Clara	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
44	Santa Cruz	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
45	Shasta	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
46	Sierra	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
47	Siskiyou	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
48	Solano	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
49	Sonoma	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
50	Stanislaus	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
51	Sutter	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
52	Tehama	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
53	Trinity	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
54	Tulare	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
55	Tuolumne	No	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
56	Ventura	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
57	**Yolo**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**
58	Yuba	No	No	No	No	No	No	No	No	No	No	No	No	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
	Totals	24	43	43	27	39	44	27	39	44	23	37	44	22	38	47	22	38	47	22	38	47	21	37	47	21	37	47

Note: YoY changes are marked in blue.

APPENDIX B: SDR/E-SDR GENERAL STATISTICS FOR 2023 FILING SEASON

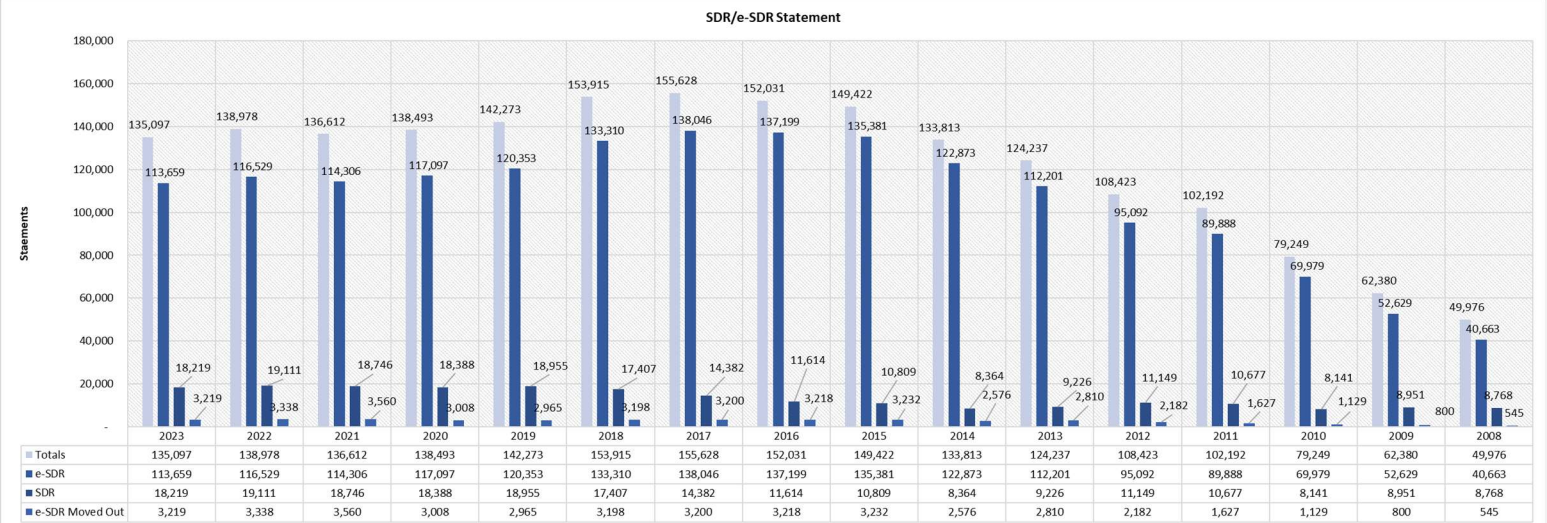
There are **thirty-eight (37)** participating counties out of fifty-eight (58) participating using **SDR shared services**, which is **64%** county participation.

There are **twenty-two (21)** participating counties out of fifty-eight (58) participating using **e-SDR shared service**, which is **36%** county participation.

135,097 business property statements were submitted in 37 counties, bringing the overall total to **2,006,477** business property statements, this is **-2.79% YoY decrease.**

Table and chart below show Business Property Statements counts for all 19 filing seasons:

#	Year	SDR	e-SDR	e-SDR Moved Out	571A	571F	571R	571L(A)	Totals	Yr to Yr Change
1	2023	18,219	113,659	3,219	1,231	1,760	2,287	129,803	135,097	-2.79%
2	2022	19,111	116,529	3,338	1,258	1,838	1,796	134,069	138,978	1.73%
3	2021	18,746	114,306	3,560	1,224	2,044	1,636	131,689	136,612	-1.36%
4	2020	18,388	117,097	3,008	1,109	2,160	1,737	133,468	138,493	-2.66%
5	2019	18,955	120,353	2,965	1,096	2,117	1,774	137,258	142,273	-7.56%
6	2018	17,407	133,310	3,198	1,161	2,234	1,890	148,603	153,915	-1.10%
7	2017	14,382	138,046	3,200	1,041	3,266	1,862	149,425	155,628	2.37%
8	2016	11,614	137,199	3,218	964	3,413	1,898	145,695	152,031	1.75%
9	2015	10,809	135,381	3,232	937	2,735	1,722	143,973	149,422	11.66%
10	2014	8,364	122,873	2,576	787	2,806	1,310	128,908	133,813	7.71%
11	2013	9,226	112,201	2,810	645	2,493	1,244	119,806	124,237	14.59%
12	2012	11,149	95,092	2,182	527	1,434	1,113	105,273	108,423	6.10%
13	2011	10,677	89,888	1,627	468	675	630	100,415	102,192	28.95%
14	2010	8,141	69,979	1,129	389	577	482	77,801	79,249	27.04%
15	2009	8,951	52,629	800	300	468	370	61,242	62,380	24.82%
16	2008	8,768	40,663	545	231	297	226	49,222	49,976	42.90%
17	2007	7,615	27,105	253	195	253	273	34,252	34,973	352.67%
18	2006	7,726	-	-	-	-	-	7,726	7,726	629.56%
19	2005	1,059	-	-	-	-	-	1,059	1,059	N/A
	Total	229,307	1,736,310	40,860	13,563	30,570	22,250	1,939,687	2,006,477	



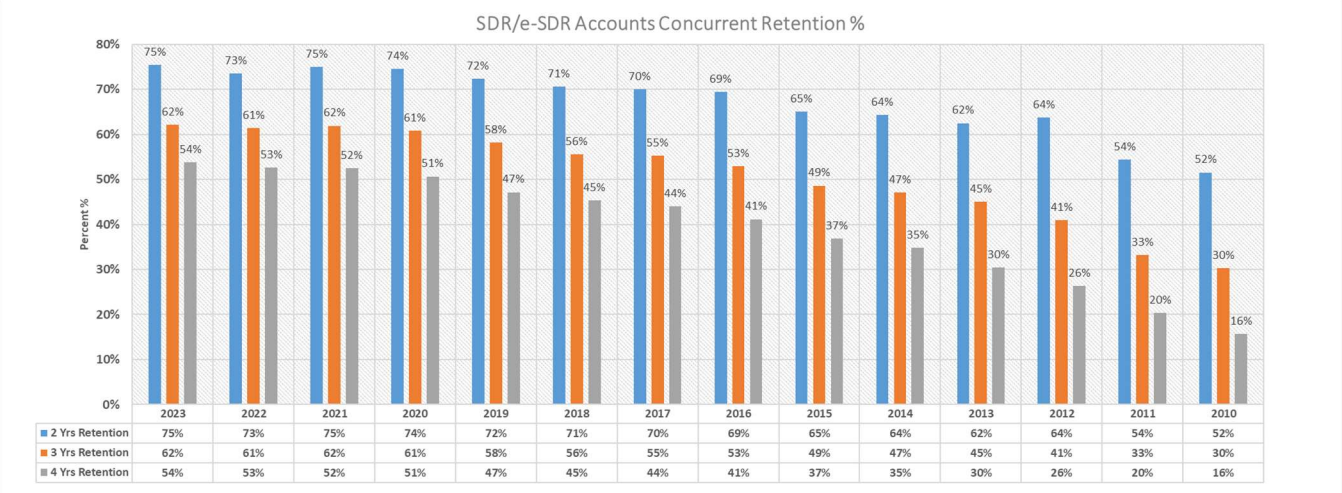
APPENDIX C: SDR/E-SDR DETAILED STATISTICS FOR 2023 FILING SEASON

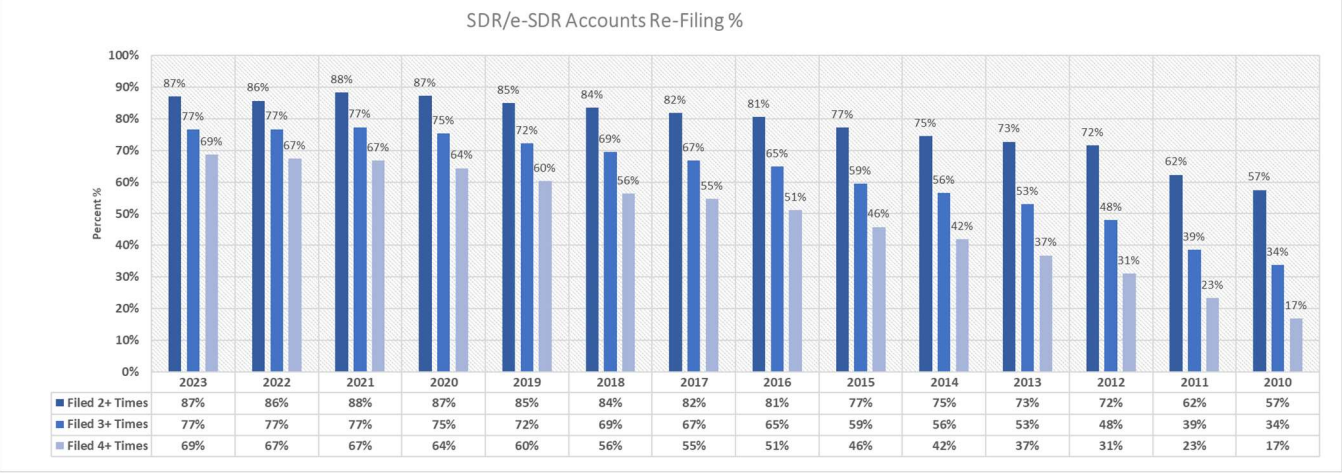
#	County Code	Year	County	SDR Participate	e-SDR Participate	SDR Submitted	e_SDR Submitted	e_SDR Movedout	571A	571F	571R	571L	total statements	% of Total
1	**30**	**2023**	**Orange**	**Yes**	**Yes**	**1,673**	**37,124**	**1,111**	**-**	**14**	**676**	**38,107**	**39,908**	**29.54%**
2	**36**	**2023**	**San Bernardino**	**Yes**	**Yes**	**962**	**12,406**	**247**	**54**	**-**	**-**	**13,314**	**13,615**	**10.08%**
3	**34**	**2023**	**Sacramento**	**Yes**	**Yes**	**829**	**11,670**	**306**	**119**	**-**	**162**	**12,218**	**12,805**	**9.48%**
4	**1**	**2023**	**Alameda**	**Yes**	**Yes**	**865**	**9,005**	**207**	**-**	**-**	**456**	**9,414**	**10,077**	**7.46%**
5	**7**	**2023**	**Contra Costa**	**Yes**	**Yes**	**550**	**9,188**	**279**	**-**	**-**	**-**	**9,738**	**10,017**	**7.41%**
6	**10**	**2023**	**Fresno**	**Yes**	**Yes**	**519**	**6,654**	**205**	**-**	**1,063**	**251**	**5,859**	**7,378**	**5.46%**
7	**41**	**2023**	**San Mateo**	**Yes**	**Yes**	**381**	**5,709**	**182**	**-**	**22**	**115**	**5,953**	**6,272**	**4.64%**
8	**19**	**2023**	**Los Angeles**	**Yes**	**No**	**5,436**	**-**	**-**	**-**	**-**	**-**	**5,436**	**5,436**	**4.02%**
9	**15**	**2023**	**Kern**	**Yes**	**Yes**	**462**	**4,521**	**120**	**675**	**-**	**19**	**4,289**	**5,103**	**3.78%**
10	**40**	**2023**	**San Luis Obispo**	**Yes**	**Yes**	**168**	**4,046**	**118**	**-**	**187**	**47**	**3,980**	**4,332**	**3.21%**
11	**56**	**2023**	**Ventura**	**Yes**	**Yes**	**488**	**3,183**	**64**	**-**	**-**	**-**	**3,671**	**3,735**	**2.76%**
12	**21**	**2023**	**Marin**	**Yes**	**Yes**	**143**	**2,911**	**115**	**15**	**-**	**34**	**3,005**	**3,169**	**2.35%**
13	**48**	**2023**	**Solano**	**Yes**	**Yes**	**250**	**2,548**	**100**	**91**	**-**	**50**	**2,657**	**2,898**	**2.15%**
14	**23**	**2023**	**Mendocino**	**Yes**	**Yes**	**39**	**2,491**	**118**	**252**	**-**	**351**	**1,927**	**2,648**	**1.96%**
15	**51**	**2023**	**Sutter**	**Yes**	**Yes**	**56**	**1,218**	**29**	**-**	**372**	**40**	**862**	**1,303**	**0.96%**
16	33	2023	Riverside	Yes	No	1,132	-	-	-	-	-	1,132	1,132	0.84%
17	43	2023	Santa Clara	Yes	No	961	-	-	-	-	-	961	961	0.71%
18	54	2023	Tulare	Yes	Yes	213	376	7	-	-	2	587	596	0.44%
19	37	2023	San Diego	Yes	No	453	-	-	-	-	-	453	453	0.34%
20	38	2023	San Francisco	Yes	No	386	-	-	-	-	-	386	386	0.29%
21	39	2023	San Joaquin	Yes	No	357	-	-	-	-	-	357	357	0.26%
22	55	2023	Tuolumne	Yes	Yes	22	301	4	2	-	3	318	327	0.24%
23	31	2023	Placer	Yes	No	279	-	-	-	-	-	279	279	0.21%
24	50	2023	Stanislaus	Yes	No	259	-	-	-	-	-	259	259	0.19%
25	49	2023	Sonoma	Yes	No	239	-	-	-	-	-	239	239	0.18%
26	42	2023	Santa Barbara	Yes	No	236	-	-	-	-	-	236	236	0.17%
27	27	2023	Monterey	Yes	No	216	-	-	-	-	-	216	216	0.16%
28	13	2023	Imperial	Yes	Yes	117	60	1	-	-	48	129	178	0.13%
29	5	2023	Calaveras	Yes	Yes	29	120	1	-	2	2	145	150	0.11%
30	25	2023	Modoc	Yes	Yes	8	128	5	-	71	4	61	141	0.10%
31	24	2023	Merced	Yes	No	137	-	-	-	-	-	137	137	0.10%
32	9	2023	El Dorado	Yes	No	114	-	-	-	-	-	114	114	0.08%
33	57	2023	Yolo	Yes	No	113	-	-	-	-	-	113	113	0.08%
34	45	2023	Shasta	Yes	No	99	-	-	-	-	-	99	99	0.07%
35	8	2023	Del Norte	Yes	No	13	-	-	-	-	-	13	13	0.01%
36	3	2023	Amador	Yes	Yes	12	-	-	-	-	-	12	12	0.01%
37	22	2023	Mariposa	Yes	Yes	3	-	-	-	-	-	3	3	0.00%
38	2	2023	Alpine	No	No	-	-	-	-	-	-	-	-	0.00%
39	4	2023	Butte	No	No	-	-	-	-	-	-	-	-	0.00%
40	6	2023	Colusa	No	No	-	-	-	-	-	-	-	-	0.00%
41	11	2023	Glenn	No	No	-	-	-	-	-	-	-	-	0.00%
42	12	2023	Humboldt	No	No	-	-	-	-	-	-	-	-	0.00%
43	14	2023	Inyo	No	No	-	-	-	-	-	-	-	-	0.00%
44	16	2023	Kings	No	No	-	-	-	-	-	-	-	-	0.00%
45	17	2023	Lake	No	No	-	-	-	-	-	-	-	-	0.00%
46	18	2023	Lassen	No	No	-	-	-	-	-	-	-	-	0.00%
47	20	2023	Madera	No	No	-	-	-	-	-	-	-	-	0.00%
48	26	2023	Mono	No	No	-	-	-	-	-	-	-	-	0.00%
49	28	2023	Napa	No	No	-	-	-	-	-	-	-	-	0.00%
50	29	2023	Nevada	No	No	-	-	-	-	-	-	-	-	0.00%
51	32	2023	Plumas	No	No	-	-	-	-	-	-	-	-	0.00%
52	35	2023	San Benito	No	No	-	-	-	-	-	-	-	-	0.00%
53	44	2023	Santa Cruz	No	No	-	-	-	-	-	-	-	-	0.00%
54	46	2023	Sierra	No	No	-	-	-	-	-	-	-	-	0.00%
55	47	2023	Siskiyou	No	No	-	-	-	-	-	-	-	-	0.00%
56	52	2023	Tehama	No	No	-	-	-	-	-	-	-	-	0.00%
57	53	2023	Trinity	No	No	-	-	-	-	-	-	-	-	0.00%
58	58	2023	Yuba	No	No	-	-	-	-	-	-	-	-	0.00%
Total				37	21	18,219	113,659	3,219	1,208	1,731	2,260	126,679	135,097	100.00%

APPENDIX D: SDR/E-SDR BUSINESS RE-FILE RATES FOR 2023 SEASON

The filter retention rate for taxpayers filing two (2) consecutive years increased from 73% in 2022 to **75% in 2023.** Filers that filed two times or more, increased from 86% in 2022 to **87%** in 2023.

					Filed 2 years in row		Filed 3 years in row		Filed 4 years in row		Since 2005					
#	Year	Total Statements	Total Accounts	Accounts Amended	Count Filed 2 yrs	2 Years Retention %	Count Filed 3 yrs	3 Years Retention %	Count Filed 4 yrs	4 Years Retention %	Filed 2+ Count	Filed 2+ %	Filed 3+ Count	Filed 3+ %	Filed 4+ Count	Filed 4+ %
1	2023	135,097	**131,000**	**4,097**	98,755	75%	81,395	62%	70,473	54%	114,057	87%	100,429	77%	89,877	69%
2	2022	138,978	**135,283**	**3,695**	99,373	73%	82,952	61%	71,207	**53%**	115,923	86%	103,765	77%	91,270	67%
3	2021	136,612	**133,903**	**2,709**	100,316	75%	82,867	62%	70,264	52%	118,229	88%	103,559	77%	89,476	67%
4	2020	138,493	**134,722**	**3,771**	100,347	74%	81,882	61%	68,220	51%	117,502	87%	101,542	75%	86,702	64%
5	2019	142,273	**137,433**	**4,840**	99,326	72%	79,865	58%	64,799	47%	116,659	85%	99,265	72%	82,946	60%
6	2018	153,915	**149,040**	**4,875**	105,237	71%	82,815	56%	67,558	45%	124,496	84%	103,547	69%	84,063	56%
7	2017	155,628	**152,058**	**3,570**	106,446	70%	83,998	55%	66,857	44%	124,441	82%	101,527	67%	83,045	55%
8	2016	152,031	**149,081**	**2,950**	103,412	69%	78,919	53%	61,374	41%	120,202	81%	96,780	65%	76,310	51%
9	2015	149,422	**146,405**	**3,017**	95,189	65%	71,171	49%	54,018	37%	113,007	77%	87,014	59%	66,990	46%
10	2014	133,813	**131,022**	**2,791**	84,249	64%	61,650	47%	45,647	35%	97,642	75%	73,987	56%	54,816	42%
11	2013	124,237	**121,143**	**3,094**	75,686	62%	54,577	45%	36,844	30%	88,086	73%	64,196	53%	44,558	37%
12	2012	108,423	**105,524**	**2,899**	67,221	64%	43,174	41%	27,747	26%	75,535	72%	50,625	48%	32,714	31%
13	2011	102,192	**99,806**	**2,386**	54,304	54%	33,083	33%	20,330	20%	62,145	62%	38,556	39%	23,334	23%
14	2010	79,249	**77,312**	**1,937**	39,826	52%	23,397	30%	12,120	16%	44,424	57%	26,120	34%	13,036	17%
15	2009	62,380	**60,506**	**1,874**	29,579	49%	14,501	24%	1,136	2%	32,258	53%	15,338	25%	2,023	3%
16	2008	49,976	**47,480**	**2,496**	19,432	41%	1,733	4%	69	0%	19,760	42%	2,231	5%	124	0%
17	2007	34,973	**33,515**	**1,458**	2,666	8%	248	1%	-	0%	2,688	8%	287	1%	43	0%
18	2006	7,726	**4,039**	**3,687**	285	7%	-	0%	-	0%	285	7%	30	1%	21	1%
19	2005	1,059	**657**	**402**	-	-	-	0%	-	**0%**	-	0%	-	0%	-	0%
	Total	2,006,477	1,949,929	56,548												





APPENDIX E: SDR/E-SDR STATEMENTS SUBMITTED FOR 2023 SEASON

Table below shows the counties BPS counts for 2023, 2022 and 2021 filing seasons:

#	County Code	County Name	SDR Participation	e-SDR Participation	2023 SDR/e-SDR Statements	2022 SDR/e-SDR Statements	2021 SDR/e-SDR Statements	Growth % 2023 vs. 2022	Growth % 2023 vs. 2021	2023 Accounts Uploaded	2023 Accounts % Filed
1	1	Alameda	Yes	Yes	10,077	10,328	9,221	-2.43%	9.28%	36,984	27.25%
2	2	Alpine	No	No	-	-	-	-	-	-	-
3	3	Amador	Yes	Yes	12	12	16	0.00%	-25.00%	-	-
4	4	Butte	No	No	-	-	-	-	-	-	-
5	5	Calaveras	Yes	Yes	150	159	153	-5.66%	-1.96%	2,659	5.64%
6	6	Colusa	No	No	-	-	-	-	-	-	-
7	7	Contra Costa	Yes	Yes	10,017	10,455	10,573	-4.19%	-5.26%	14,784	67.76%
8	8	Del Norte	Yes	No	13	12	9	8.33%	44.44%	-	-
9	9	El Dorado	Yes	No	114	107	80	6.54%	42.50%	-	-
10	10	Fresno	Yes	Yes	7,378	7,695	8,075	-4.12%	-8.63%	27,218	27.11%
11	11	Glenn	No	No	-	-	-	-	-	-	-
12	12	Humboldt	No	No	-	-	-	-	-	-	-
13	13	Imperial	Yes	Yes	178	193	148	-7.77%	20.27%	201	88.56%
14	14	Inyo	No	No	-	-	-	-	-	-	-
15	15	Kern	Yes	Yes	5,103	5,194	5,161	-1.75%	-1.12%	10,827	47.13%
16	16	Kings	No	No	-	-	-	-	-	-	-
17	17	Lake	No	No	-	25	28	-100.00%	-100.00%	-	-
18	18	Lassen	No	No	-	-	-	-	-	-	-
19	19	Los Angeles	Yes	No	5,436	5,324	5,194	2.10%	4.66%	96,452	5.64%
20	20	Madera	No	No	-	-	-	-	-	-	-
21	21	Marin	Yes	Yes	3,169	4,530	4,513	-30.04%	-29.78%	8,597	36.86%
22	22	Mariposa	Yes	Yes	3	4	-	-25.00%	-	-	-
23	23	Mendocino	Yes	Yes	2,648	2,833	2,326	-6.53%	13.84%	6,722	39.39%
24	24	Merced	Yes	No	137	135	121	1.48%	13.22%	-	-
25	25	Modoc	Yes	Yes	141	123	102	14.63%	38.24%	982	14.36%
26	26	Mono	No	No	-	-	-	-	-	-	-
27	27	Monterey	Yes	No	216	224	219	-3.57%	-1.37%	-	-
28	28	Napa	No	No	-	-	-	-	-	-	-
29	29	Nevada	No	No	-	-	-	-	-	-	-
30	30	Orange	Yes	Yes	39,908	41,737	41,141	-4.38%	-3.00%	110,650	36.07%
31	31	Placer	Yes	No	279	296	284	-5.74%	-1.76%	6,478	4.31%
32	32	Plumas	No	No	-	-	-	-	-	-	-
33	33	Riverside	Yes	No	1,132	1,155	1,147	-1.99%	-1.31%	-	-
34	34	Sacramento	Yes	Yes	12,805	13,328	12,959	-3.92%	-1.19%	30,699	41.71%
35	35	San Benito	No	No	-	-	-	-	-	-	-
36	36	San Bernardino	Yes	Yes	13,615	13,542	14,071	0.54%	-3.24%	22,387	60.82%
37	37	San Diego	Yes	No	453	560	353	-19.11%	28.33%	-	-
38	38	San Francisco	Yes	No	386	414	428	-6.76%	-9.81%	33,070	1.17%
39	39	San Joaquin	Yes	No	357	351	357	1.71%	0.00%	-	-
40	40	San Luis Obispo	Yes	Yes	4,332	4,204	4,271	3.04%	1.43%	8,673	49.95%
41	41	San Mateo	Yes	Yes	6,272	5,855	5,884	7.12%	6.59%	11,199	56.01%
42	42	Santa Barbara	Yes	No	236	259	246	-8.88%	-4.07%	-	-
43	43	Santa Clara	Yes	No	961	951	1,046	1.05%	-8.13%	39,893	2.41%
44	44	Santa Cruz	No	No	-	-	-	-	-	-	-
45	45	Shasta	Yes	No	99	111	100	-10.81%	-1.00%	-	-
46	46	Sierra	No	No	-	-	-	-	-	-	-
47	47	Siskiyou	No	No	-	-	-	-	-	-	-
48	48	Solano	Yes	Yes	2,898	3,015	2,973	-3.88%	-2.52%	6,416	45.17%
49	49	Sonoma	Yes	No	239	269	289	-11.15%	-17.30%	-	-
50	50	Stanislaus	Yes	No	259	280	270	-7.50%	-4.07%	11,031	2.35%
51	51	Sutter	Yes	Yes	1,303	1,323	1,339	-1.51%	-2.69%	2,765	47.12%
52	52	Tehama	No	No	-	-	-	-	-	-	-
53	53	Trinity	No	No	-	-	-	-	-	-	-
54	54	Tulare	Yes	Yes	596	634	442	-5.99%	34.84%	651	91.55%
55	55	Tuolumne	Yes	Yes	327	339	294	-3.54%	11.22%	990	33.03%
56	56	Ventura	Yes	Yes	3,735	2,893	2,701	29.10%	38.28%	12,265	30.45%
57	57	Yolo	Yes	No	113	109	78	3.67%	44.87%	-	-
58	58	Yuba	No	No	-	-	-	-	0.00%	-	-
		Totals	37	21	135,097	138,978	136,612	-2.79%	-1.11%	502,593	26.88%
					2023 SDR/e-SDR Statements	2022 SDR/e-SDR Statements	2021 SDR/e-SDR Statements	Growth % 2023 vs. 2022	Growth % 2023 vs. 2021	2023 Accounts Uploaded	2023 Accounts % Filed

*yellow: This county is marked as e-SDR participating but it is not using e-SDR

APPENDIX F: SDR ACTIVITY BY BULK FILLER FOR 2023 FILLING SEAON

Table below shows registered users' activity of bulk fillers for 2023 filling seasons:

#	Contact Name	Contact Email	Contact Phone	Company	2023 SDR
1	Angelique Woods	angelique.woods@ryan.com	8668664186	Starbucks	1,894
2	Amanda Miranda	ptscompliance@ryan.com	8668664186	Ryan LLC	1544
3	Laina Borowski	laina.borowski@ey.com	4019423470	Ernst & Young LLP	1354
4	Pamela Carley	pcarley@propertyvaluationservices.net	9132391052	Property Valuation Services	1158
5	Altus Group US Inc. Jacklyn Skovira	jacklyn.skovira@altusgroup.com	4105680762	Garfield Beach CVS, L.L.C.	1136
6	Kathy Fitch	Kathy.m.Fitch@chase.com	6142132085	JPMorgan Chase Bank NA	900
7	Leigh Farmer	jlfarmer@kpmg.com	503-820-6663	American Tower Corporation	748
8	Chasity Hanson	chasity.hanson@ryan.com	866-866-4186	Ryan LLC	705
9	Victoria Arensky	victoria.arensky@walgreens.com	8475274629	walgreens	697
10	Kari Goodell	Kari.goodell@ryan.com	918-932-1198	Ryan, LLC	582
11	Leigh Farmer	jlfarmer@kpmg.com	503-820-6663	SpectraSite Communications Inc	533
12	Gardenia Flores	gardenia.flores@ryan.com	8668664186	Speedway	456
13	Arsenio De La Cruz	adelacruz@publicstorage.com	8182448080	Public Storage	418
14	Patricia Buffington	pbuffington@riteaid.com	7179755852	Rite Aid Corporation	417
15	Nicole Maloy	nicole.maloy@ryan.com	9189321204	Ryan, LLC	414
16	Scott Eckhardt	scott.eckhardt@walmart.com	4792045512	Wal-Mart Stores Inc	323
17	Leo Villatoro	leo.villatoro@ryan.com	8322836903	Caliber Bodyworks, LLC	287
18	Chris Hidalgo	Property_Tax@gap.com	5054620033	Gap Inc & Subs	282
19	Leigh Farmer	jlfarmer@kpmg.com	5038206663	Grocery Outlet Inc	249
20	Michael English	menglish@innout.com	9495096200	In-N-Out Burgers	239
21	Ted Kolman	ted.kolman@mossadams.com	469-453-7125	Smart & Final	227
22	Vlad Mihal	vlad.mihal@fnf.com	904-513-6451	Chicago Title Company	221
23	Dusty San Miguel	Dusty.SanMiguel@Sci-us.com	713-525-7131	SCI Shared Resources, LLC	202
24	Patricia Ogari	Patricia.Ogari@invoke.tax	469-206-4255	Prime Comms Retail LLC	166
25	Erika Forchtner	eforchtner@fnf.com	9048548135	Rocky Mountain Support Services, Inc.	165
26	Dawn Miller	dmiller@footlocker.com	7179722939	Foot Locker	165
27	Melissa Whitlock-Cassell	melissa_whitlock@vfc.com	3364246247	VF Corporation	164
28	Sonya Tinault	sonya.tinault@ryan.com	6027147752	HFD No. 55, Inc.	159
29	Erika Forchtner	eforchtner@fnf.com	9048548135	Fidelity National Title Company	151
30	Jonathan Lee	jolee@24hourfit.com	9255433377	24 Hour Fitness USA, Inc.	151
31	Jasmine Mei	us-portaxsaltpptiag@KPMG.com	9712851188	The Pep Boys - Manny, Moe & Jack of California	142
32	Jasmine Mei	jmei@kpmg.com	5088206764	Avaya, Inc.	137
33	Christian Renner	taxdepartment@anthem.com	3174886625	The Athem Companies, Inc.	135
34	Jasmine Mei	us-portaxsaltmsi@KPMG.com	5038206764	Michaels Stores, Inc.	134
35	Todd Jordan	Toddj@osgtax.com	4693261401	OSG	131
36	Jasmine Mei	jmei@kpmg.com	5038206764	Ortho Clinical Diagnostics Inc	123
37	Doug Todd	tax@finishline.com	317-899-1022	The Finish Line Inc	122
38	Tracy Arnold	tax_department_email@discounttire.com	4806066708	Southern California Discount Tire Co Inc	122
39	ALEXIS YOUNG	propertytax@ur.com	8132696514	UNITED RENTALS NORTH AMERICA INC	115
40	Diane Alvarez	diane.alvarez@cbre.com	4699776500	CBRE, Inc	105
41	TRACY PELLETIER	tpelletier@darden.com	4072454916	N & D RESTAURANTS INC	101
42	INES PEEPLES	IPEEPLES@ZALECORP.COM	9725804304	ZALE DELAWARE, INC	89
43	Elizabeth Gomez	egomez@schoolsfirstfcu.org	714-258-4000	SchoolsFirst FCU	85
44	Cecilia Morisak	aurora@invoke.tax	330-562-3335	ESA P Portfolio LLC	82
45	Janet Powers	Janet.Powers@Ryan.com	9189321195	Ryan, LLC	59
46	Julie Folkerts	juliefolkerts@umpquabank.com	503-268-6673	Umpqua Bank	58
47	Amisha Bhakta	Andrew.Rivera-vazquez@ryan.com	866-866-4186	Stanley Convergent Security Solutions Inc	49
48	Kevin Kamfar	amitsinha@mfpoer.com	949-556-9003	Marvin F. Poer	47
49	Erika Forchtner	eforchtner@fnf.com	9048548135	Lawyers Title Company	44
50	Erika Forchtner	eforchtner@fnf.com	9048548135	Ticor Title Company of CA	42
51	DAVID READY	Tax@dswinc.com	6148721344	DSW SHOE WAREHOUSE, INC	36
52	Erika Forchtner	eforchtner@fnf.com	9048548135	Fidelity National Title Company of CA	35
53	Boryana Stefanova	propertytax@eplus.com	7039848476	ePlus Group Inc	31
54	Tristan Vick	tax@raisingcanes.com	9727693231	Raising Canes Restaurants LLC	30
55	CARLA CHESTER	CCHESTER@AEGISTAX.COM	6154672182	AEGIS GROUP LLC	14
56	William Lynch	william.lynch@selectcomfort.com	7635517011	Select Comfort Retail Corporation	12
57	Gina Sciscente	gsciscente@kpmg.com	916-551-3058	Xilinx, Inc	11
58	Scott Roper	scott.fisher@atlasair.com	9147018243	Atlas Air, Inc.	11
59	Erika Forchtner	eforchtner@fnf.com	9048548135	Commonwealth Land Title Company	7
60	Scott Roper	scott.roper@atlasair.com	9147018243	Polar Air Cargo Worldwide, Inc.	2
61	Jasmine Mei	us-portaxsaltpptiag@KPMG.com	9712851188	PB Acquisition Company Alameda LLC	1
					18,219

APPENDIX G: SDR/E-SDR STATEMENT TYPES SUBMITTED

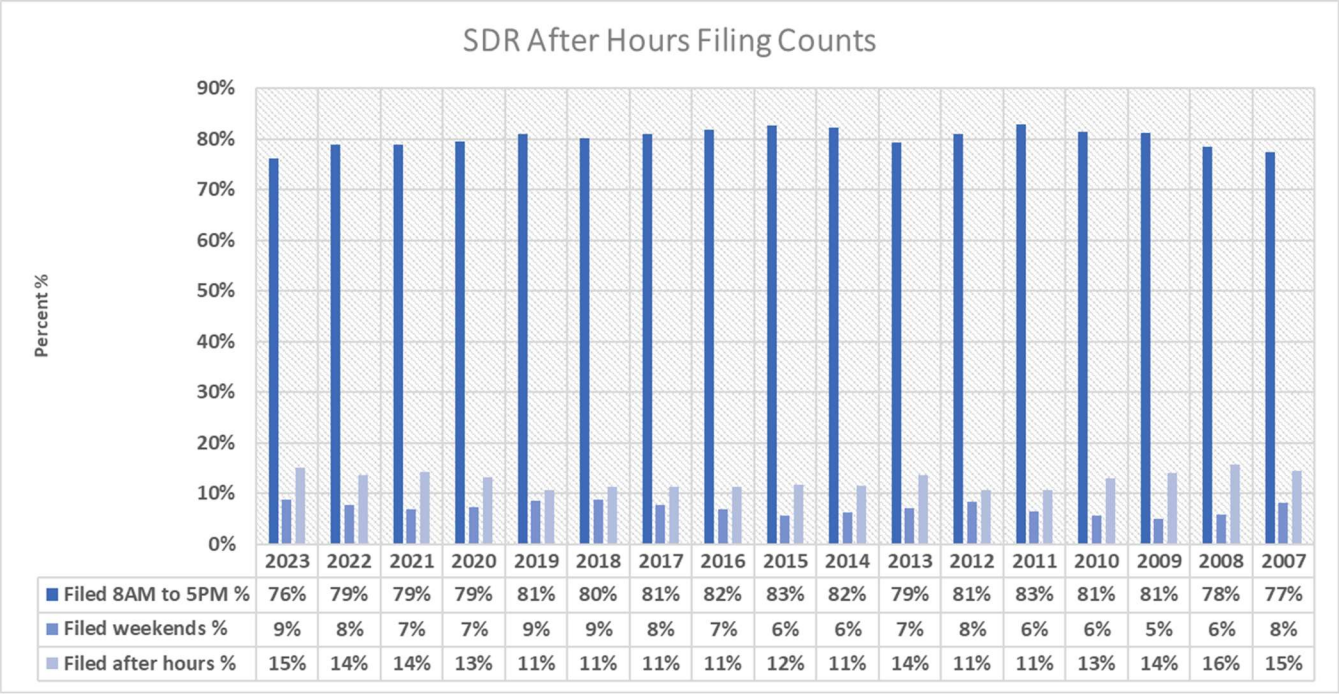
Table below shows the counties BPS counts by type and county for all 19 seasons (2005-2023):

#	Code	County	SDR	e-SDR	SDR Statements	e-SDR Statements	e-SDR Movedout	571A	571F	571R	571L	Total	% of Total
1	**30**	**Orange**	**Yes**	**Yes**	**22,770**	**612,113**	**16,155**	**22**	**216**	**8,875**	**625,770**	**651,038**	**32.45%**
2	**36**	**San Bernardino**	**Yes**	**Yes**	**12,236**	**196,304**	**3,469**	**659**	**3**	**-**	**207,878**	**212,009**	**10.57%**
3	**34**	**Sacramento**	**Yes**	**Yes**	**10,560**	**134,664**	**3,057**	**1,168**	**-**	**2,004**	**142,052**	**148,281**	**7.39%**
4	**1**	**Alameda**	**Yes**	**Yes**	**10,520**	**114,178**	**2,111**	**2**	**-**	**456**	**124,240**	**126,809**	**6.32%**
5	**7**	**Contra Costa**	**Yes**	**Yes**	**8,258**	**107,754**	**3,138**	**2**	**-**	**-**	**116,010**	**119,150**	**5.94%**
6	**10**	**Fresno**	**Yes**	**Yes**	**6,205**	**86,497**	**2,007**	**-**	**13,558**	**2,339**	**76,805**	**94,709**	**4.72%**
7	**33**	**Riverside**	**Yes**	**No**	**14,202**	**74,031**	**1,381**	**2**	**801**	**1,784**	**85,646**	**89,614**	**4.47%**
8	**41**	**San Mateo**	**Yes**	**Yes**	**5,501**	**64,425**	**1,436**	**-**	**108**	**544**	**69,274**	**71,362**	**3.56%**
9	**39**	**San Joaquin**	**Yes**	**No**	**4,107**	**64,499**	**1,786**	**1**	**9,196**	**-**	**59,409**	**70,392**	**3.51%**
10	**19**	**Los Angeles**	**Yes**	**No**	**64,653**	**15**	**-**	**-**	**-**	**-**	**64,668**	**64,668**	**3.22%**
11	**15**	**Kern**	**Yes**	**Yes**	**4,705**	**57,114**	**1,248**	**6,899**	**-**	**76**	**54,844**	**63,067**	**3.14%**
12	**40**	**San Luis Obispo**	**Yes**	**Yes**	**2,114**	**50,519**	**1,069**	**3**	**1,485**	**362**	**50,783**	**53,702**	**2.68%**
13	**21**	**Marin**	**Yes**	**Yes**	**2,043**	**44,231**	**1,022**	**253**	**-**	**460**	**45,561**	**47,296**	**2.36%**
14	**56**	**Ventura**	**Yes**	**Yes**	**6,058**	**26,198**	**588**	**-**	**1**	**3**	**32,252**	**32,844**	**1.64%**
15	**23**	**Mendocino**	**Yes**	**Yes**	**508**	**29,957**	**872**	**2,678**	**-**	**2,628**	**25,159**	**31,337**	**1.56%**
16	48	Solano	Yes	Yes	2,080	17,469	555	534	-	284	18,731	20,104	1.00%
17	9	El Dorado	Yes	No	1,055	14,815	215	569	1	746	14,554	16,085	0.80%
18	57	Yolo	Yes	No	1,204	13,322	273	1	790	622	13,113	14,799	0.74%
19	43	Santa Clara	Yes	No	13,557	-	-	-	-	-	13,557	13,557	0.68%
20	51	Sutter	Yes	Yes	500	8,444	110	11	2,900	258	5,775	9,054	0.45%
21	37	San Diego	Yes	No	6,730	-	-	-	-	-	6,730	6,730	0.34%
22	29	Nevada	No	No	256	6,374	77	1	53	85	6,491	6,707	0.33%
23	38	San Francisco	Yes	No	5,776	-	-	-	-	-	5,776	5,776	0.29%
24	17	Lake	No	No	202	5,364	153	17	745	97	4,707	5,719	0.29%
25	31	Placer	Yes	No	3,400	2	-	-	-	1	3,401	3,402	0.17%
26	49	Sonoma	Yes	No	3,280	-	-	-	-	-	3,280	3,280	0.16%
27	54	Tulare	Yes	Yes	1,946	1,172	20	-	-	3	3,115	3,138	0.16%
28	42	Santa Barbara	Yes	No	2,763	-	-	-	-	-	2,763	2,763	0.14%
29	27	Monterey	Yes	No	2,647	-	-	-	-	-	2,647	2,647	0.13%
30	50	Stanislaus	Yes	No	2,500	-	-	-	-	-	2,500	2,500	0.12%
31	5	Calaveras	Yes	Yes	165	2,017	21	-	52	19	2,111	2,203	0.11%
32	26	Mono	No	No	43	1,407	24	-	-	1	1,449	1,474	0.07%
33	24	Merced	Yes	No	1,447	-	-	-	-	-	1,447	1,447	0.07%
34	13	Imperial	Yes	Yes	972	453	6	-	1	263	1,161	1,431	0.07%
35	25	Modoc	Yes	Yes	49	1,285	27	473	214	44	603	1,361	0.07%
36	45	Shasta	Yes	No	1,308	-	-	-	-	-	1,308	1,308	0.07%
37	55	Tuolumne	Yes	Yes	151	897	25	12	3	9	1,024	1,073	0.05%
38	3	Amador	Yes	Yes	157	785	14	18	-	2	922	956	0.05%
39	44	Santa Cruz	No	No	724	-	-	-	-	-	724	724	0.04%
40	28	Napa	No	No	382	-	-	-	-	-	382	382	0.02%
41	20	Madera	No	No	344	-	-	-	-	-	344	344	0.02%
42	16	Kings	No	No	338	-	-	-	-	-	338	338	0.02%
43	4	Butte	No	No	337	-	-	-	-	-	337	337	0.02%
44	8	Del Norte	Yes	No	177	-	-	-	-	-	177	177	0.01%
45	12	Humboldt	No	No	109	-	-	-	-	-	109	109	0.01%
46	47	Siskiyou	No	No	86	-	-	-	-	-	86	86	0.00%
47	32	Plumas	No	No	73	-	-	-	-	-	73	73	0.00%
48	52	Tehama	No	No	24	-	-	-	-	-	24	24	0.00%
49	18	Lassen	No	No	15	-	-	-	-	-	15	15	0.00%
50	35	San Benito	No	No	14	-	-	-	-	-	14	14	0.00%
51	58	Yuba	No	No	14	-	-	-	-	-	14	14	0.00%
52	22	Mariposa	Yes	Yes	11	-	-	-	-	-	11	11	0.00%
53	6	Colusa	No	No	8	-	-	-	-	-	8	8	0.00%
54	14	Inyo	No	No	8	-	-	-	-	-	8	8	0.00%
55	53	Trinity	No	No	3	4	1	-	-	2	5	8	0.00%
56	11	Glenn	No	No	7	-	-	-	-	-	7	7	0.00%
57	2	Alpine	No	No	2	1	-	1	-	-	2	3	0.00%
58	46	Sierra	No	No	3	-	-	-	-	-	3	3	0.00%
		Totals	**37**	**21**	**229,307**	**1,736,310**	**40,860**	**13,326**	**30,127**	**21,967**	**1,900,197**	**2,006,477**	**100.00%**

APPENDIX H: SDR/E-SDR STATEMENTS SUBMITTED AFTER HOURS

Table below shows the after-hours activity of BPS fillings for all 19 seasons (2005-2023):

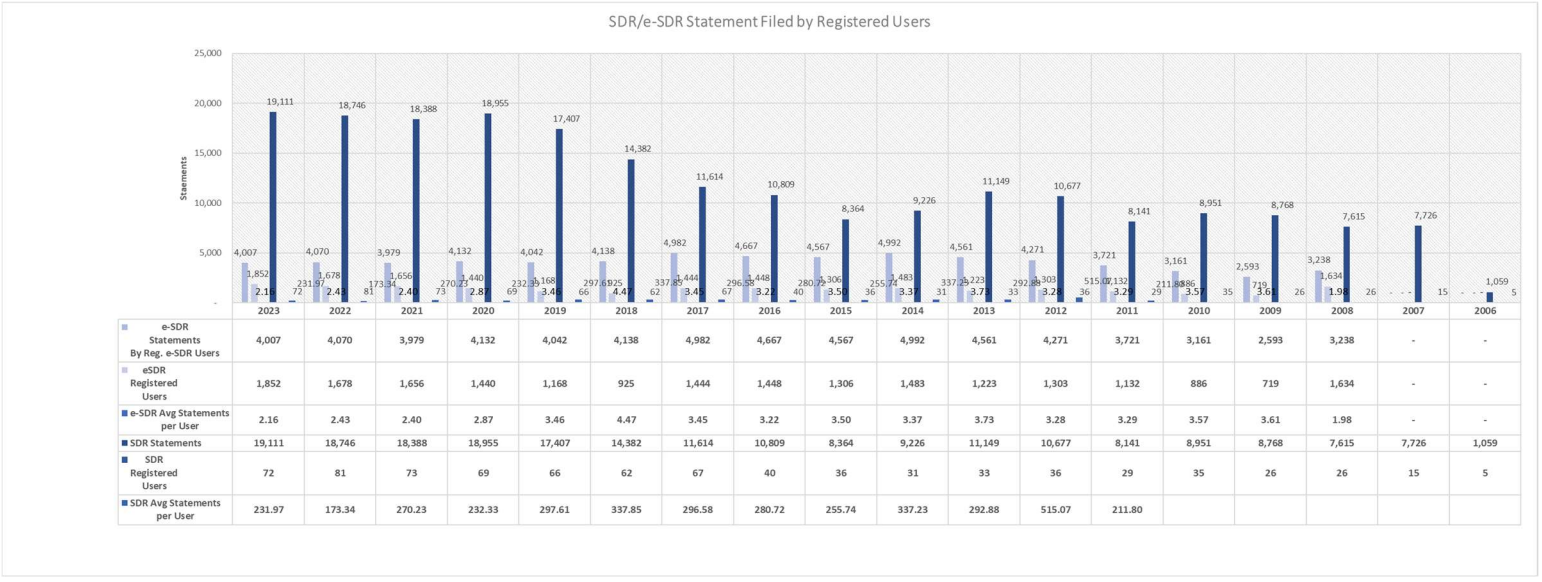
#	Year	Total Statements	Filed 8AM to 5PM	% Filed 8AM to 5PM	Filed Weekends	% Filed Weekends	Filed After Hours	% Filed After Hours
1	2023	135,097	102,896	76%	11,937	9%	20,264	15%
2	2022	138,978	109,518	79%	10,590	8%	18,870	14%
3	2021	136,612	107,656	79%	9,424	7%	19,532	14%
4	2020	138,493	110,064	79%	10,021	7%	18,408	13%
5	2019	142,273	115,073	81%	12,161	9%	15,039	11%
6	2018	153,915	123,190	80%	13,483	9%	17,242	11%
7	2017	155,628	125,999	81%	11,906	8%	17,723	11%
8	2016	152,031	124,471	82%	10,365	7%	17,195	11%
9	2015	149,422	123,548	83%	8,433	6%	17,441	12%
10	2014	133,813	110,177	82%	8,262	6%	15,374	11%
11	2013	124,237	98,527	79%	8,685	7%	17,025	14%
12	2012	108,423	87,843	81%	8,983	8%	11,597	11%
13	2011	102,192	84,659	83%	6,568	6%	10,965	11%
14	2010	79,249	64,536	81%	4,493	6%	10,220	13%
15	2009	62,380	50,599	81%	3,088	5%	8,693	14%
16	2008	49,976	39,191	78%	2,884	6%	7,901	16%
17	2007	34,973	27,053	77%	2,830	8%	5,090	15%
18	2006	7,726	5,030	65%	12	0%	2,684	35%
19	2005	1,059	1,053	99%	6	1%	-	0%
	Total	2,006,477	1,611,083		144,131		251,263	



APPENDIX I: SDR/E-SDR STATEMENTS SUBMITTED BY REGISTERED USERS

Table below shows registered users' activity of BPS fillings for all 19 seasons (2005-2023):

#	Year	SDR Statements	e-SDR Statements	e-SDR Moved Out	Totals	SDR/e-SDR Statements By Reg. Users	SDR/e-SDR Reg. Users Count	SDR Statements By Reg. SDR Users	SDR Registered Users	e-SDR Statements By Reg. e-SDR Users	eSDR Registered Users	SDR Avg Statements per User	e-SDR Avg Statements per User
1	2023	18,219	113,659	3,219	**135,097**	22,643	2,152	18,217	61	4,426	2,091	298.64	2.12
2	2022	19,111	116,529	3,338	**138,978**	23,117	1,924	19,110	72	4,007	1,852	265.42	2.16
3	2021	18,746	114,306	3,560	**136,612**	22,815	1,758	18,745	81	4,070	1,678	231.42	2.43
4	2020	18,388	117,097	3,008	**138,493**	22,367	1,728	18,388	73	3,979	1,656	251.89	2.40
5	2019	18,955	120,353	2,965	**142,273**	23,087	1,508	18,955	69	4,132	1,440	274.71	2.87
6	2018	17,407	133,310	3,198	**153,915**	21,421	1,233	17,379	66	4,042	1,168	263.32	3.46
7	2017	14,382	138,046	3,200	**155,628**	18,520	986	14,382	62	4,138	925	231.97	4.47
8	2016	11,614	137,199	3,218	**152,031**	16,596	1,510	11,614	67	4,982	1,444	173.34	3.45
9	2015	10,809	135,381	3,232	**149,422**	15,476	1,487	10,809	40	4,667	1,448	270.23	3.22
10	2014	8,364	122,873	2,576	**133,813**	12,931	1,342	8,364	36	4,567	1,306	232.33	3.50
11	2013	9,226	112,201	2,810	**124,237**	14,218	1,513	9,226	31	4,992	1,483	297.61	3.37
12	2012	11,149	95,092	2,182	**108,423**	15,710	1,256	11,149	33	4,561	1,223	337.85	3.73
13	2011	10,677	89,888	1,627	**102,192**	14,948	1,338	10,677	36	4,271	1,303	296.58	3.28
14	2010	8,141	69,979	1,129	**79,249**	11,862	1,161	8,141	29	3,721	1,132	280.72	3.29
15	2009	8,951	52,629	800	**62,380**	12,112	920	8,951	35	3,161	886	255.74	3.57
16	2008	8,768	40,663	545	**49,976**	11,361	745	8,768	26	2,593	719	337.23	3.61
17	2007	7,615	27,105	253	**34,973**	10,853	1,660	7,615	26	3,238	1,634	292.88	1.98
18	2006	7,726	-	-	**7,726**	7,726	15	7,726	15	-	-	515.07	-
19	2005	1,059	-	-	**1,059**	1,059	5	1,059	5	-	-	211.80	-
	Total	211,088	1,622,651	37,641	2,006,477	276,179		229,275		69,547		279.93	2.78



	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
e-SDR Statements By Reg. e-SDR Users	4,007	4,070	3,979	4,132	4,042	4,138	4,982	4,667	4,567	4,992	4,561	4,271	3,721	3,161	2,593	3,238	-	-
eSDR Registered Users	1,852	1,678	1,656	1,440	1,168	925	1,444	1,448	1,306	1,483	1,223	1,303	1,132	886	719	1,634	-	-
e-SDR Avg Statements per User	2.16	2.43	2.40	2.87	3.46	4.47	3.45	3.22	3.50	3.37	3.73	3.28	3.29	3.57	3.61	1.98	-	-
SDR Statements	19,111	18,746	18,388	18,955	17,407	14,382	11,614	10,809	8,364	9,226	11,149	10,677	8,141	8,951	8,768	7,615	7,726	1,059
SDR Registered Users	72	81	73	69	66	62	67	40	36	31	33	36	29	35	26	26	15	5
SDR Avg Statements per User	231.97	173.34	270.23	232.33	297.61	337.85	296.58	280.72	255.74	337.23	292.88	515.07	211.80					

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 28, 2024

AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda	Y	
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

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County Assessor Shared Systems
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County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa	Yes	
07	Contra Costa		
08	Del Norte		
09	El Dorado	Yes	
10	Fresno	YES	
11	Glenn		
12	Humboldt		
13	Imperial	Yes	
14	Inyo	Yes	
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

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19	Los Angeles		
20	Madera		
21	Marin	Yes	Sully Scott
22	Mariposa		
23	Mendocino	Yes	
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada	YES	
30	Orange		
31	Placer	YES	Matthew R. Maynard
32	Plumas	Yes	
33	Riverside		
34	Sacramento	Yes	
35	San Benito		
36	San Bernardino		
37	San Diego	Yes	
38	San Francisco	Yes	
39	San Joaquin		
40	San Luis Obispo		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

41	San Mateo		
42	Santa Barbara		
43	Santa Clara	YES	
44	Santa Cruz		
45	Shasta	Yes	
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity	Absolutely	
54	Tulare		
55	Tuolumne	Y	
56	Ventura		
57	Yolo	Yes	
58	Yuba		
	Board of Equalization		
	California Assessors' Association	Yes	President, California Assessors' Association

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41	San Mateo		
42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization	Y	David Yuen
	California Assessors' Association		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte	Y	Alyssa M Douglass
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras	Y	
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

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County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa	X	
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte	Y	
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		
19	Los Angeles		

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn	yes	Sendy Perez
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake		
18	Lassen		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern	Yes	Lana Amil
16	Kings		
17	Lake		
18	Lassen		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings	Kristi Lee	
17	Lake		
18	Lassen		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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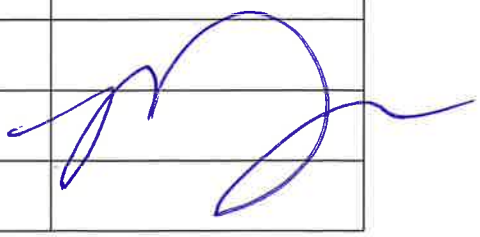
County No.	County Name	APPROVE (Y/N)	Signature
01	Alameda		
02	Alpine		
03	Amador		
04	Butte		
05	Calaveras		
06	Colusa		
07	Contra Costa		
08	Del Norte		
09	El Dorado		
10	Fresno		
11	Glenn		
12	Humboldt		
13	Imperial		
14	Inyo		
15	Kern		
16	Kings		
17	Lake	Y	
18	Lassen		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles	Yes	
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera	Y	Brett Ly
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa	Y	DocuSigned by: Miles S Menetrey Miles Menetrey, Supervisor Chair
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

Approved as to form:
DocuSigned by: Steven W Dahlem
Steven W. Dahlem
County Counsel

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced	Y	Vote # 7
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc	y	Kristin DePaul
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono	Yes	Barry Beck
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey	Y	Rachel Mariner Carmichael
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange	Yes	
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside	Y	Peter Aldana
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino	Y	Dawn Rowe
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo		

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County Assessor Shared Systems
Document Control Date: June 28, 2024

AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

19	Los Angeles		
20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin	yes	
40	San Luis Obispo		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

20	Madera		
21	Marin		
22	Mariposa		
23	Mendocino		
24	Merced		
25	Modoc		
26	Mono		
27	Monterey		
28	Napa		
29	Nevada		
30	Orange		
31	Placer		
32	Plumas		
33	Riverside		
34	Sacramento		
35	San Benito		
36	San Bernardino		
37	San Diego		
38	San Francisco		
39	San Joaquin		
40	San Luis Obispo	[signature]	7/3/24
41	San Mateo		
42	Santa Barbara		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

41	San Mateo	Y	
42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

41	San Mateo		
42	Santa Barbara	Y	
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus		
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52	Tehama		
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58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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41	San Mateo		
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43	Santa Clara		
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48	Solano		
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
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	Board of Equalization		
	California Assessors' Association		

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41	San Mateo		
42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano	Y	
49	Sonoma		
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

Signature Page to MOU for
County Assessor Shared Systems
Document Control Date: June 28, 2024

AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

41	San Mateo		
42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
45	Shasta		
46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma	Y	Dena Plato
50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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County Assessor Shared Systems
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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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42	Santa Barbara		
43	Santa Clara		
44	Santa Cruz		
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46	Sierra		
47	Siskiyou		
48	Solano		
49	Sonoma		
50	Stanislaus	Y	Don Gaekle (Aug 15, 2024 20:15 PDT)
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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51	Sutter	Y	Todd Roth
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53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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51	Sutter		
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56	Ventura		
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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50	Stanislaus		
51	Sutter		
52	Tehama		
53	Trinity		
54	Tulare		
55	Tuolumne		
56	Ventura	Y	Kurt Taylor
57	Yolo		
58	Yuba		
	Board of Equalization		
	California Assessors' Association		

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AMENDMENT RATIFICATION SURVEY due by July 31st, 2024

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51	Sutter		
52	Tehama		
53	Trinity		
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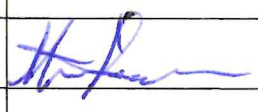
55	Tuolumne		
56	Ventura		
57	Yolo		
58	Yuba	4	
	Board of Equalization		
	California Assessors' Association		

830

Invoice

California Assessors' Association
1540 River Park Dr., Suite 211
Sacramento, CA 95815-4608

RECEIVED
AUG 08 2025
TEHAMA COUNTY ASSESSOR

Date	Invoice #
6/1/2025	202510104

Tehama County Assessor
P.O. Box 428
Red Bluff, CA 96080-0428

RECEIVED
AUG 01 2025
TEHAMA COUNTY ASSESSOR

Description	Amount
eForms annual share	650.00
eSDR Annual Share	500.00

Please do not combine invoice payments in one check. Each invoice should be paid with a separate check so they can be deposited in the CAA dedicated account for the item.

Total $1,150.00

CALIFORNIA ASSESSORS ASSOCIATION
ESTABLISHED 1902

The California Assessors' Association has three separate operating accounts for its activities:

- General CAA Admin Account: For CAA Dues
- Conference Account: For the three yearly conferences (Bay Area, Northern California and the CAA Annual). In 2025, the CAA will receive all payments for each of its conferences.
- Shared Systems

Please DO NOT combine payments in one check. Send a separate check for each invoice.

Combined checks will be returned to the sender for reissuing as separate payments.

All checks should be made payable to the **California Assessors' Association** and mailed to:

California Assessors' Association
1540 River Park Drive, Suite 211
Sacramento, CA 95815-4608

Thank you,
Jenifer McDonald, Administrative Manager
jenifer@calassessor.org

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

California Assessors' Association

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) 501(c)6 non-profit association

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1540 River Park Drive, Suite 211

Requester's name and address (optional)

6 City, state, and ZIP code

Sacramento, CA 95815-4706

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	4	–	6	1	0	4	1	2	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Jennifer McDonald **Date** 1/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

President
KRISTINE LEE
Kings County
Kristine.Lee@co.kings.ca.us

Immediate Past President
*** LESLIE MORGAN**
Shasta County
lmorgan@co.shasta.ca.us

President-Elect
CHRISTINA WYNN
Sacramento County
wynnc@saccounty.gov

Vice President
JEFF PRANG
Los Angeles County
JPrang@assessor.lacounty.gov

Treasurer
TARA FREITAS
Tulare County
tfreitas@tularecounty.ca.gov

Presidential Appointments

***DON H. GAEKLE**
Stanislaus County
gaekled@stancounty.com

***LARRY STONE**
Santa Clara County
lstone@larrystone.net

***JIM ROONEY**
Amador County
jrooney@amadorgov.org

CLAUDE PARRISH
Orange County
cparrish@asr.ocgov.com

DEVA PROTO
Sonoma County
deva.proto@sonoma-county.org

Regional Representatives
PHONG LA
Alameda County (BAAA)
phong.la@acgov.org
JOSEPH HOLLAND
Santa Barbara County (CSCAA)
holland@co.santa-barbara.ca.us
LAURA MARSHALL
Sierra County (NCAA)
lmarshall@sierracounty.ca.gov

Ex-Officio/Secretary
KRISTEN DEPAUL
Modoc County
204 S Court St., Suite 106
Alturas, CA 96101
Phone (530) 233-6219

Committee Chairs
Standards
STEPHEN S. DUCKELS
Yuba County
Legislative
SHELLY SCOTT
Marin County
Education
VINCENT KEHOE
Mariposa County

2023 August Shared Services SDR/e-SDR/BPSV 2022-23 FY Update

DATE: **August 18th, 2023**

FROM: **San Bernardino County Assessor-Recorder-County Clerk**

SUBJECT: **CAA Shared Services SDR/e-SDR/BPSV 2022-23 FY August Update**

SDR/E-SDR/BPSV completed 19 filling seasons on 7/01/2023 with **37** counties participating in SDR and **21** in E-SDR. The following are highlights for 2023 completed season as which started on 01/23/2023:

- **135,097** business property statements were submitted in 37 counties, bringing the overall total to **2,006,477** business property statements, this is **-2.79% YoY decrease**.
- **18,219** business property statements were submitted via SDR bulk filing across 37 SDR participating counties that is **-4.54% YoY decrease**. This brings the overall SDR total to **229,307** SDR bulk statements.
- **116,878** business property statements were submitted via e-SDR online filing across **21** participating counties that is **-2.48% YoY**. This brings the overall e-SDR total to **1,777,170** statements.
- **Orange** County is the number one county, with **39,908** statements representing **29.54**% for the total statements received in 2023, followed by **San Bernardino** and **Sacramento** Counties with **10.08%** and **9.48%** respectively.
- **Top 15** counties count for **95.26%** of the business property statements received in 2023.
- **11** Counties out of **37** SDR participating experienced annual growth in SDR submitted statements, ranging from **0.87% to 60%** year over year – averaging **12.70% YoY** per county.
- **25** Counties out of **37** SDR participating experienced annual decline in SDR submitted statements, ranging from **-1.57% to -25%** year over year.
- **5** Counties out of **21** e-SDR participating experienced annual growth in e-SDR submitted statements, ranging from **1.69% to 36.27%** year over year – averaging **12.72% YoY** per county lead by Ventura with +36%.
- **14** Counties out of **21** e-SDR participating experienced annual decline in e-SDR submitted statements, ranging from **-0.53% to -30.94%** year over year lead by Marin with -30.94%.
- **75%** of businesses that filed in 2022 filed again in 2023, that represents **2.67%** increase in 2 years consecutive taxpayer retention year over year.
- **62%** of businesses that filed in 2021 filed again in 2022 and 2023, that represents **1.6%** increase in 3 years consecutive taxpayer retention year over year.
- **87%** of the businesses filed 2 times or more in last 19 years, while **77%** of the businesses filed 3 times or more.
- **3 weeks prior** to deadline (4/17 to 5/9) **77,150** statements were filed, that is **57%** of all statements - more than 1/2 all statements are filed in last 3 weeks prior deadline.
- On 05/03/2022 at 6 AM the system filing velocity peaked at **1 statements every 2.15 seconds** – that means the system receives more than **1,669 statements per hour**
- **53,829 or 39.8%** statements were filed between May 1st and May 8th (deadline) – **that is 2 in 5 statements.**
- In 2022-23 FY the user support level was the same as 2021-22 FY without any significant changes.
- Counties like **Ventura, Modoc, Del Norte and San Mateo** experienced healthy growth numbers as: **29%, 14.63%, 8.33% and 7.12% respectively**
- Only **37.03%** of all accounts uploaded by the 21 participating counties, that received notice to file counties submitted statements, showing further growth potential in the future. **Contra Costa, Tulare, San Bernardino, and San Mateo** had **64%, 59%, 57% and 53%** of the uploaded accounts filed respectively.

SDR/E-SDR/BPSV 2022-23 FY SUPPORT AND OPERATIONS SCHEDULE:

Following is the updated completed schedule for the SDR/E-SDR/BPSV project support for the 2022-23 FY.

#	Date	Description	Status
1	*10/01/2022*	*All counties feedback and requests regarding 2023 SDR/e-SDR/BPSV enhancements and fixes must be provided to SDR/e-SDR support team for analysis and triage and effort evaluation.*	*Done*
2	*11/15/2022*	*All SDR supported BOE forms revisions changes are frozen. Only revision changes available on BOE assessor web site accessed by Coordinating County (San Bernardino) by this date will be consider for SDR Schema changes and added to SDR/e-SDR as sample forms.*	*Done*
3	*11/22/2022*	*All 2023 SDR/e-SDR Schema changes (if any) must be completed, and schema must be frozen for the 2023 SDR filing season.*	*Done*
4	*12/19/2022*	*All 2023 SDR/e-SDR/BPSV enhancements and fixes analysis and triage should be completed, and the final list of items will be passed to the development team for implementation*	*Done*
5	*01/07/2023*	*All 2023 SDR/e-SDR enhancements and fixes to be completed and ready for internal user acceptance testing (UAT).*	*Done*
6	*01/07/2023*	*Internal User Acceptance Testing (UAT) must be completed.*	*Done*
7	*01/07/2023*	*All participating counties that want to provide the following to the SDR support team:* *Assessor Info Changes* *County Seal to be printed on SDR forms.* *County Form Header info to appear on the SDR Forms* *County Contact Info to be listed on the website.* *County Filing instructions to be listed on the web site.* *If counties do not provide this data for 2023, 2022 data will be used.*	*Done*
7	*01/07/2023*	*Equipment Categories and Depreciation Tables must be provided by CAA to SDR/e-SDR Support team to be converted and uploaded for 2023 filing season.*	*Done*
8	*01/16/2023*	*2023 SDR/e-SDR Test site will go live for 2023 filing season and be available to county users.*	*Done*
9	*01/23/2023*	*2023 SDR/e-SDR Production site will go live for the 2023 filing season and will be available to county users. Defaults e-SDR filing season opening dates will be set to 02/01/2023. SDR/e-SDR Production will be ready for county users to upload account files and set up the e-SDR filing season opening date as needed. Also, counties can upload cost files and/or prior year processed BPSV bundles.*	*Done*
10	*02/27/2023*	*BPSV aircraft factors must be provided by CAA to SDR/e-SDR/BPSV support team to be distributed with the 2023 BPSV tool in proper format.*	*Done*
11	*~~03/06/2023~~* *04/01/2023*	*BPSV enhancements and testing must be completed for 2023 BPSV tool.*	*Done*
12	*~~03/15/2023~~* *04/05/2023*	*2023 BPSV VERSION 17 will be ready for county users to download and use.*	*Done*
13	*07/01/2022 – 06/30/2023*	*Operations and Helpdesk Support is continually in progress 24/7/365.*	*Done*

Note: Remaining tasks are in **bold**.

SDR/E-SDR 2022-23 FY TAXPAYERS' PORTAL RELEASE SCHEDULE

Since going live on 01/23/2017, SDR/E-SDR/BPSV Taxpayers' Portal had a total of ***54*** releases over 2016-22 FY (6). For 2022-23 FY we had 4 scheduled releases for SDR/E-SDR/BPSV Taxpayers' Portal as seen below:

#	Release	Description	Status
55	*R 1.10.0* *2023-01-23* *Scheduled*	*2023 SDR 2.0 PROD Environment Go Live (55th release)* *IMP: Update categories and factor tables,* *IMP: PDF forms,* *IMP: county logos, county information* *IMP: Statement Storage Refactored* *FIX: Various application bug fixes*	*Done*
56	*R 1.10.1* *2023-01-31* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (56th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
57	*R 1.10.2* *2023-02-28* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (57th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
58	*R 1.10.3* *2023-03-31* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (58th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*

Note: Remaining tasks are in **bold**.

SDR/E-SDR 2022-23 FY COUNTIES' PORTAL RELEASE SCHEDULE

Since going live on 01/23/2017, SDR/E-SDR/BPSV Counties' Portal had a total of **47** releases over 2016-22 FY (6). For 2022-23 FY we planned 4 scheduled releases for SDR/E-SDR/BPSV Counties' Portal as seen below:

#	Release	Description	Status
48	*R 1.10.0* *2023-01-23* *Scheduled*	*2023 SDR 2.0 PROD Environment Go Live (48th release)* *IMP: Update categories and factor tables, PDF forms, county logos, county information* *IMP: Statement Storage Refactored* *FIX: Various application bug fixes*	*Done*
49	*R 1.10.1* *2023-02-1* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (49th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
50	*R 1.10.2* *2023-03-01* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (50th release)* *IMP: county logos, county information* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*
51	*R 1.10.3* *2023-04-01* *Scheduled*	*2023 SDR 2.0 Improvements and Hotfixes (51st release)* *IMP: Miscellaneous improvements* *FIX: Various application bug fixes*	*Done*

Note: Remaining tasks are in **bold**.

BPSV 2022-23 FY SOFTWARE RELEASE SCHEDULE

BPSV Tool had a total of **19** releases over 2015-22 fiscal (7) years. For 2022-23 FY we planned 2 scheduled releases for BPSV 2023 (v17) Tool as seen below:

#	Release	Description	Status
20	*R 17.0.0* *~~2023-03-15~~* *2023-04-05* *Scheduled*	*2023 BPSV 17 Release Go Live (20th release)* *all completed 2023 feature release with 2023:* *- Equipment Categories* *- Equipment Depreciation Factors Tables* *- 571 L,A,F,R, LA Forms and supported schedules* *- County Information and Seals* *- Windows 11 and .Net upgrades*	*Done*
21	*R 17.0.1* *~~2023-04-01~~* *2023-06-30* *Scheduled*	*2023 BPSV 17 Improvements and Fixes (21st release)* *- IMP: Miscellaneous improvements* *- FIX: Various application bug fixes* *- Final Windows 11 and .Net upgrades*	*Done*

Note: Remaining tasks are in **bold**.

IMPACT AND ACTION ITEMS

BPSV (BUSINESS PROPERTY VIEWING AND PROCESSING TOOL) UPGRADE

BPSV Tool was developed and released in 2007 (15 years ago) to run on Windows XP, and upgraded in 2009 to run on Windows 7, however, to officially be Windows 10 fully compliant, BPSV and its third-party components must be upgraded again. With 2017 BPSV version (12.x), the SDR support team conducted some small tweaks to make it run **unofficially** on Windows 10, this is the current state of the application currently.

BPSV Tool and its software components upgrade is a high impact item that will fully be completed in 2022-23 fiscal year. SDR/e-SDR/BPSV support team evaluated the effort and provided an $75K estimated cost to the coordinating County (San Bernardino) subject to Microsoft current platform and third-party vendors components. This BPSV Upgrade effort officially allows BPSV to run on Windows 10, 11 and future versions of Windows for the next 5 years with a newer .net framework and newer third-party components if newer versions are available. This item was partly completed with BPSV 2022 (v16) deployed on 4/18/2022 and with the last piece was completed when BPSV 2023 (v17) was deployed by end of 2022-23 FY.

COUNTIES PARTICIPATION IN SHARED SERVICES AFFECTING PARTICIPATION COST

In 2022-23 FY counties participation has change possible affecting individual counties cost for next fiscal years:

- **2022-23 FY e-SDR Participation: 21 counties out of 58 (36%) participation vs 22 in 2021-22 FY**
- **2021-22 FY SDR Participation: 37 counties out of 58 (64%) participation vs 38 in 2021-22 FY**

Thank you everyone on behalf of the Ad-Hoc Committee for your unwavering help and support. Our shared systems are stable and cost effective to taxpayers and counties, and we are moving forward improving taxpayers and counties relations using modern technologies even after a few difficult pandemic years.

Chris Wilhite, Coordinator and San Bernardino County Assessor-Recorder-County Clerk
ct: Ad Hoc Sub-Committee on Electronic Filings

APPENDIX A: SDR/E-SDR COUNTY PARTICIPATION FOR 2023 SEASON

Below are the Statewide Counties participation details for the 9 fiscal years including 2023-24 FY:

		Contract - 2015-2018 (3 yrs)									Contract - 2018-2020 (2 yrs)						Contract - 2020-2022 (2 yrs)						Contract - 2022-2024 (2 yrs)					
	Totals	24	43	43	27	39	44	27	39	44	23	37	44	22	38	47	22	38	47	22	38	47	21	37	47	21	37	47
		2015-16 FY Operations			2016-17 FY Operations			2017-18 FY Operations			2018-19 FY Operations			2019-20 FY Operations			2020-21 FY Operations			2021-22 FY Operations			2022-23 FY Operations			2023-24 FY Operations		
Code	County	2016 Filing Year e-SDR	2016 Filing Year SDR	2016 e-Forms	2017 Filing Year e-SDR	2017 Filing Year SDR	2017 e-Forms	2018 Filing Year e-SDR	2018 Filing Year SDR	2018 e-Forms	2019 Filing Year e-SDR	2019 Filing Year SDR	2019 e-Forms	2020 Filing Year e-SDR	2020 Filing Year SDR	2020 e-Forms	2021 Filing Year e-SDR	2021 Filing Year SDR	2021 e-Forms	2022 Filing Year e-SDR	2022 Filing Year SDR	2022 e-Forms	2023 Filing Year e-SDR	2023 Filing Year SDR	2023 e-Forms	2024 Filing Year e-SDR	2024 Filing Year SDR	2024 e-Forms
1	Alameda	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Alpine	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
3	Amador	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Butte	No	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
5	Calaveras	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	Colusa	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
7	Contra Costa	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
8	Del Norte	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
9	**El Dorado**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**
10	**Fresno**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
11	Glenn	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
12	Humboldt	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
13	Imperial	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
14	Inyo	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
15	Kern	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
16	Kings	No	Yes	No	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
17	**Lake**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No***	**No***	**Yes**	**No**	**No**	**Yes**
18	Lassen	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
19	Los Angeles	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No
20	Madera	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
21	Marin	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
22	Mariposa	No	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
23	Mendocino	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
24	Merced	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
25	Modoc	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
26	Mono	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
27	Monterey	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
28	Napa	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
29	Nevada	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
30	Orange	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
31	Placer	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
32	Plumas	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
33	Riverside	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
34	Sacramento	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
35	San Benito	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
36	San Bernardino	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
37	San Diego	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No
38	San Francisco	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
39	San Joaquin	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
40	San Luis Obispo	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
41	San Mateo	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
42	Santa Barbara	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
43	Santa Clara	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
44	Santa Cruz	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
45	Shasta	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
46	Sierra	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
47	Siskiyou	No	Yes	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
48	Solano	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
49	Sonoma	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
50	Stanislaus	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes	No	Yes	Yes
51	Sutter	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
52	Tehama	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No	No
53	Trinity	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
54	Tulare	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
55	Tuolumne	No	No	No	No	No	No	No	No	No	No	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
56	Ventura	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
57	**Yolo**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**	**No**	**Yes**	**Yes**
58	Yuba	No	No	No	No	No	No	No	No	No	No	No	No	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes	No	No	Yes
	Totals	24	43	43	27	39	44	27	39	44	23	37	44	22	38	47	22	38	47	22	38	47	21	37	47	21	37	47

Note: YoY changes are marked in blue.

APPENDIX B: SDR/E-SDR GENERAL STATISTICS FOR 2023 FILING SEASON

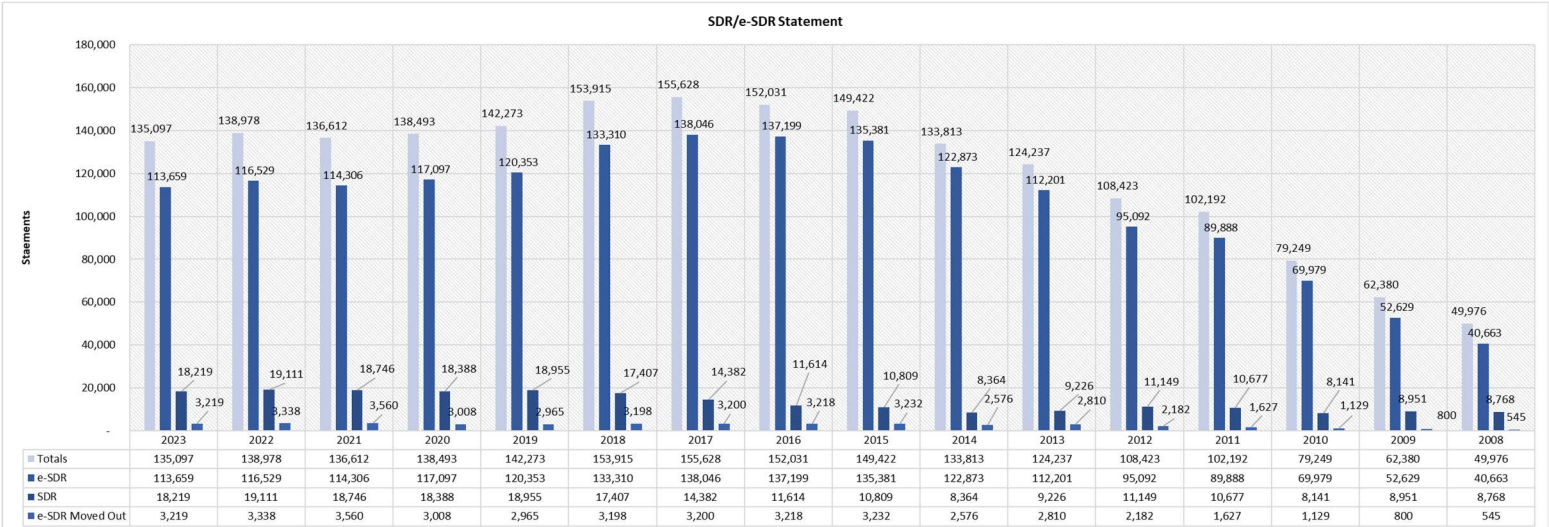
There are **thirty-eight (37)** participating counties out of fifty-eight (58) participating using **SDR shared services**, which is **64%** county participation.

There are **twenty-two (21)** participating counties out of fifty-eight (58) participating using **e-SDR shared service**, which is **36%** county participation.

135,097 business property statements were submitted in 37 counties, bringing the overall total to **2,006,477** business property statements, this is **-2.79% YoY decrease.**

Table and chart below show Business Property Statements counts for all 19 filing seasons:

#	Year	SDR	e-SDR	e-SDR Moved Out	571A	571F	571R	571L(A)	Totals	Yr to Yr Change
1	2023	18,219	113,659	3,219	1,231	1,760	2,287	129,803	135,097	-2.79%
2	2022	19,111	116,529	3,338	1,258	1,838	1,796	134,069	138,978	1.73%
3	2021	18,746	114,306	3,560	1,224	2,044	1,636	131,689	136,612	-1.36%
4	2020	18,388	117,097	3,008	1,109	2,160	1,737	133,468	138,493	-2.66%
5	2019	18,955	120,353	2,965	1,096	2,117	1,774	137,258	142,273	-7.56%
6	2018	17,407	133,310	3,198	1,161	2,234	1,890	148,603	153,915	-1.10%
7	2017	14,382	138,046	3,200	1,041	3,266	1,862	149,425	155,628	2.37%
8	2016	11,614	137,199	3,218	964	3,413	1,898	145,695	152,031	1.75%
9	2015	10,809	135,381	3,232	937	2,735	1,722	143,973	149,422	11.66%
10	2014	8,364	122,873	2,576	787	2,806	1,310	128,908	133,813	7.71%
11	2013	9,226	112,201	2,810	645	2,493	1,244	119,806	124,237	14.59%
12	2012	11,149	95,092	2,182	527	1,434	1,113	105,273	108,423	6.10%
13	2011	10,677	89,888	1,627	468	675	630	100,415	102,192	28.95%
14	2010	8,141	69,979	1,129	389	577	482	77,801	79,249	27.04%
15	2009	8,951	52,629	800	300	468	370	61,242	62,380	24.82%
16	2008	8,768	40,663	545	231	297	226	49,222	49,976	42.90%
17	2007	7,615	27,105	253	195	253	273	34,252	34,973	352.67%
18	2006	7,726	-	-	-	-	-	7,726	7,726	629.56%
19	2005	1,059	-	-	-	-	-	1,059	1,059	N/A
	Total	229,307	1,736,310	40,860	13,563	30,570	22,250	1,939,687	2,006,477	



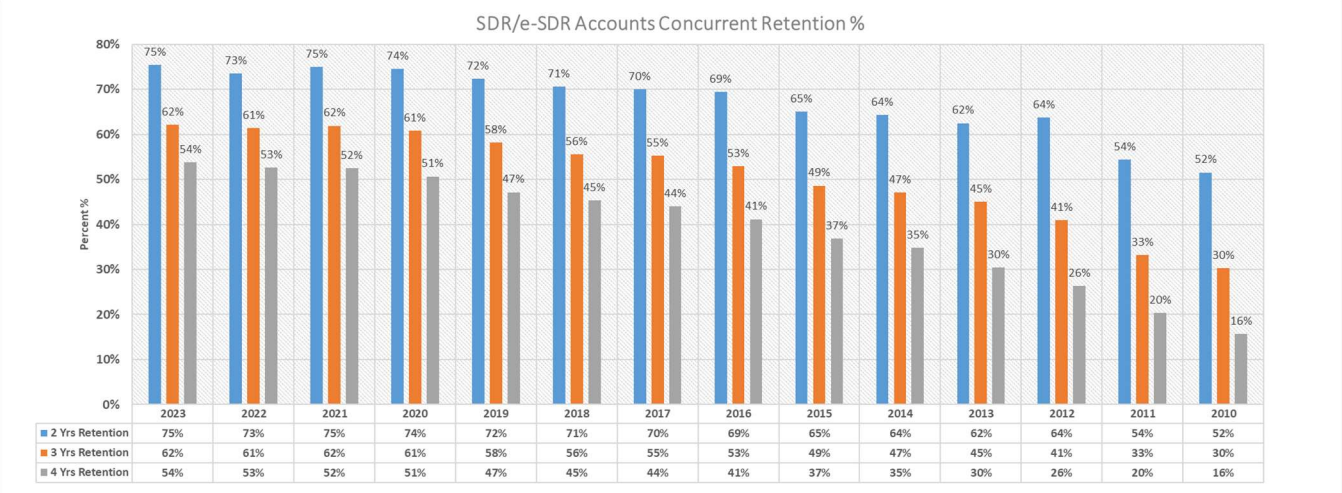
APPENDIX C: SDR/E-SDR DETAILED STATISTICS FOR 2023 FILING SEASON

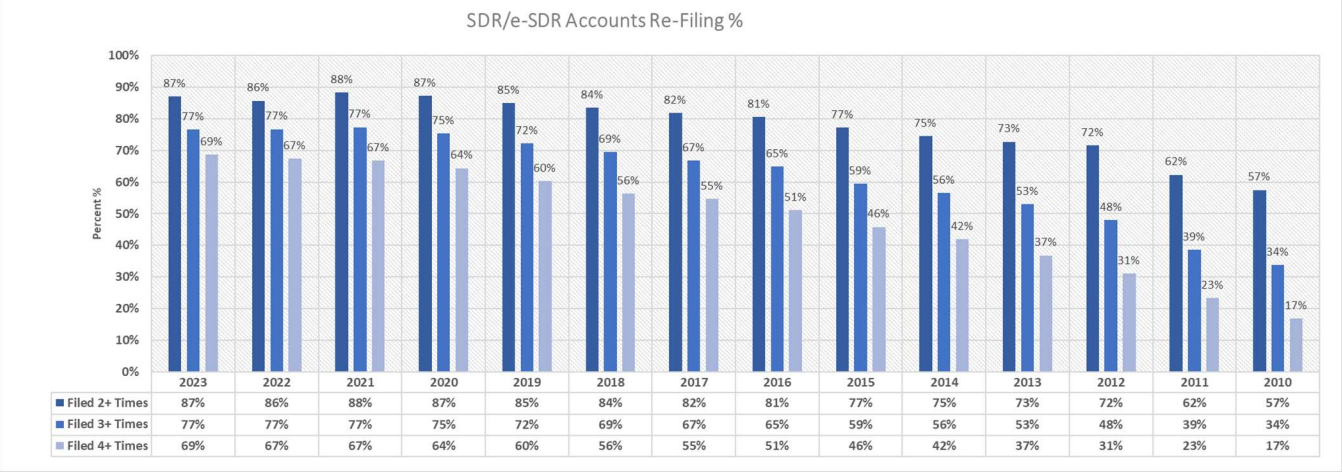
#	County Code	Year	County	SDR Participate	e-SDR Participate	SDR Submitted	e_SDR Submitted	e_SDR Movedout	571A	571F	571R	571L	total statements	% of Total
1	**30**	**2023**	**Orange**	**Yes**	**Yes**	**1,673**	**37,124**	**1,111**	**-**	**14**	**676**	**38,107**	**39,908**	**29.54%**
2	**36**	**2023**	**San Bernardino**	**Yes**	**Yes**	**962**	**12,406**	**247**	**54**	**-**	**-**	**13,314**	**13,615**	**10.08%**
3	**34**	**2023**	**Sacramento**	**Yes**	**Yes**	**829**	**11,670**	**306**	**119**	**-**	**162**	**12,218**	**12,805**	**9.48%**
4	**1**	**2023**	**Alameda**	**Yes**	**Yes**	**865**	**9,005**	**207**	**-**	**-**	**456**	**9,414**	**10,077**	**7.46%**
5	**7**	**2023**	**Contra Costa**	**Yes**	**Yes**	**550**	**9,188**	**279**	**-**	**-**	**-**	**9,738**	**10,017**	**7.41%**
6	**10**	**2023**	**Fresno**	**Yes**	**Yes**	**519**	**6,654**	**205**	**-**	**1,063**	**251**	**5,859**	**7,378**	**5.46%**
7	**41**	**2023**	**San Mateo**	**Yes**	**Yes**	**381**	**5,709**	**182**	**-**	**22**	**115**	**5,953**	**6,272**	**4.64%**
8	**19**	**2023**	**Los Angeles**	**Yes**	**No**	**5,436**	**-**	**-**	**-**	**-**	**-**	**5,436**	**5,436**	**4.02%**
9	**15**	**2023**	**Kern**	**Yes**	**Yes**	**462**	**4,521**	**120**	**675**	**-**	**19**	**4,289**	**5,103**	**3.78%**
10	**40**	**2023**	**San Luis Obispo**	**Yes**	**Yes**	**168**	**4,046**	**118**	**-**	**187**	**47**	**3,980**	**4,332**	**3.21%**
11	**56**	**2023**	**Ventura**	**Yes**	**Yes**	**488**	**3,183**	**64**	**-**	**-**	**-**	**3,671**	**3,735**	**2.76%**
12	**21**	**2023**	**Marin**	**Yes**	**Yes**	**143**	**2,911**	**115**	**15**	**-**	**34**	**3,005**	**3,169**	**2.35%**
13	**48**	**2023**	**Solano**	**Yes**	**Yes**	**250**	**2,548**	**100**	**91**	**-**	**50**	**2,657**	**2,898**	**2.15%**
14	**23**	**2023**	**Mendocino**	**Yes**	**Yes**	**39**	**2,491**	**118**	**252**	**-**	**351**	**1,927**	**2,648**	**1.96%**
15	**51**	**2023**	**Sutter**	**Yes**	**Yes**	**56**	**1,218**	**29**	**-**	**372**	**40**	**862**	**1,303**	**0.96%**
16	33	2023	Riverside	Yes	No	1,132	-	-	-	-	-	1,132	1,132	0.84%
17	43	2023	Santa Clara	Yes	No	961	-	-	-	-	-	961	961	0.71%
18	54	2023	Tulare	Yes	Yes	213	376	7	-	-	2	587	596	0.44%
19	37	2023	San Diego	Yes	No	453	-	-	-	-	-	453	453	0.34%
20	38	2023	San Francisco	Yes	No	386	-	-	-	-	-	386	386	0.29%
21	39	2023	San Joaquin	Yes	No	357	-	-	-	-	-	357	357	0.26%
22	55	2023	Tuolumne	Yes	Yes	22	301	4	2	-	3	318	327	0.24%
23	31	2023	Placer	Yes	No	279	-	-	-	-	-	279	279	0.21%
24	50	2023	Stanislaus	Yes	No	259	-	-	-	-	-	259	259	0.19%
25	49	2023	Sonoma	Yes	No	239	-	-	-	-	-	239	239	0.18%
26	42	2023	Santa Barbara	Yes	No	236	-	-	-	-	-	236	236	0.17%
27	27	2023	Monterey	Yes	No	216	-	-	-	-	-	216	216	0.16%
28	13	2023	Imperial	Yes	Yes	117	60	1	-	-	48	129	178	0.13%
29	5	2023	Calaveras	Yes	Yes	29	120	1	-	2	2	145	150	0.11%
30	25	2023	Modoc	Yes	Yes	8	128	5	-	71	4	61	141	0.10%
31	24	2023	Merced	Yes	No	137	-	-	-	-	-	137	137	0.10%
32	9	2023	El Dorado	Yes	No	114	-	-	-	-	-	114	114	0.08%
33	57	2023	Yolo	Yes	No	113	-	-	-	-	-	113	113	0.08%
34	45	2023	Shasta	Yes	No	99	-	-	-	-	-	99	99	0.07%
35	8	2023	Del Norte	Yes	No	13	-	-	-	-	-	13	13	0.01%
36	3	2023	Amador	Yes	Yes	12	-	-	-	-	-	12	12	0.01%
37	22	2023	Mariposa	Yes	Yes	3	-	-	-	-	-	3	3	0.00%
38	2	2023	Alpine	No	No	-	-	-	-	-	-	-	-	0.00%
39	4	2023	Butte	No	No	-	-	-	-	-	-	-	-	0.00%
40	6	2023	Colusa	No	No	-	-	-	-	-	-	-	-	0.00%
41	11	2023	Glenn	No	No	-	-	-	-	-	-	-	-	0.00%
42	12	2023	Humboldt	No	No	-	-	-	-	-	-	-	-	0.00%
43	14	2023	Inyo	No	No	-	-	-	-	-	-	-	-	0.00%
44	16	2023	Kings	No	No	-	-	-	-	-	-	-	-	0.00%
45	17	2023	Lake	No	No	-	-	-	-	-	-	-	-	0.00%
46	18	2023	Lassen	No	No	-	-	-	-	-	-	-	-	0.00%
47	20	2023	Madera	No	No	-	-	-	-	-	-	-	-	0.00%
48	26	2023	Mono	No	No	-	-	-	-	-	-	-	-	0.00%
49	28	2023	Napa	No	No	-	-	-	-	-	-	-	-	0.00%
50	29	2023	Nevada	No	No	-	-	-	-	-	-	-	-	0.00%
51	32	2023	Plumas	No	No	-	-	-	-	-	-	-	-	0.00%
52	35	2023	San Benito	No	No	-	-	-	-	-	-	-	-	0.00%
53	44	2023	Santa Cruz	No	No	-	-	-	-	-	-	-	-	0.00%
54	46	2023	Sierra	No	No	-	-	-	-	-	-	-	-	0.00%
55	47	2023	Siskiyou	No	No	-	-	-	-	-	-	-	-	0.00%
56	52	2023	Tehama	No	No	-	-	-	-	-	-	-	-	0.00%
57	53	2023	Trinity	No	No	-	-	-	-	-	-	-	-	0.00%
58	58	2023	Yuba	No	No	-	-	-	-	-	-	-	-	0.00%
Total				37	21	18,219	113,659	3,219	1,208	1,731	2,260	126,679	135,097	100.00%

APPENDIX D: SDR/E-SDR BUSINESS RE-FILE RATES FOR 2023 SEASON

The filter retention rate for taxpayers filing two (2) consecutive years increased from 73% in 2022 to **75% in 2023.** Filers that filed two times or more, increased from 86% in 2022 to **87%** in 2023.

					Filed 2 years in row		Filed 3 years in row		Filed 4 years in row		Since 2005					
#	Year	Total Statements	Total Accounts	Accounts Amended	Count Filed 2 yrs	2 Years Retention %	Count Filed 3 yrs	3 Years Retention %	Count Filed 4 yrs	4 Years Retention %	Filed 2+ Count	Filed 2+ %	Filed 3+ Count	Filed 3+ %	Filed 4+ Count	Filed 4+ %
1	2023	135,097	**131,000**	**4,097**	98,755	75%	81,395	62%	70,473	54%	114,057	87%	100,429	77%	89,877	69%
2	2022	138,978	**135,283**	**3,695**	99,373	73%	82,952	61%	71,207	**53%**	115,923	86%	103,765	77%	91,270	67%
3	2021	136,612	**133,903**	**2,709**	100,316	75%	82,867	62%	70,264	52%	118,229	88%	103,559	77%	89,476	67%
4	2020	138,493	**134,722**	**3,771**	100,347	74%	81,882	61%	68,220	51%	117,502	87%	101,542	75%	86,702	64%
5	2019	142,273	**137,433**	**4,840**	99,326	72%	79,865	58%	64,799	47%	116,659	85%	99,265	72%	82,946	60%
6	2018	153,915	**149,040**	**4,875**	105,237	71%	82,815	56%	67,558	45%	124,496	84%	103,547	69%	84,063	56%
7	2017	155,628	**152,058**	**3,570**	106,446	70%	83,998	55%	66,857	44%	124,441	82%	101,527	67%	83,045	55%
8	2016	152,031	**149,081**	**2,950**	103,412	69%	78,919	53%	61,374	41%	120,202	81%	96,780	65%	76,310	51%
9	2015	149,422	**146,405**	**3,017**	95,189	65%	71,171	49%	54,018	37%	113,007	77%	87,014	59%	66,990	46%
10	2014	133,813	**131,022**	**2,791**	84,249	64%	61,650	47%	45,647	35%	97,642	75%	73,987	56%	54,816	42%
11	2013	124,237	**121,143**	**3,094**	75,686	62%	54,577	45%	36,844	30%	88,086	73%	64,196	53%	44,558	37%
12	2012	108,423	**105,524**	**2,899**	67,221	64%	43,174	41%	27,747	26%	75,535	72%	50,625	48%	32,714	31%
13	2011	102,192	**99,806**	**2,386**	54,304	54%	33,083	33%	20,330	20%	62,145	62%	38,556	39%	23,334	23%
14	2010	79,249	**77,312**	**1,937**	39,826	52%	23,397	30%	12,120	16%	44,424	57%	26,120	34%	13,036	17%
15	2009	62,380	**60,506**	**1,874**	29,579	49%	14,501	24%	1,136	2%	32,258	53%	15,338	25%	2,023	3%
16	2008	49,976	**47,480**	**2,496**	19,432	41%	1,733	4%	69	0%	19,760	42%	2,231	5%	124	0%
17	2007	34,973	**33,515**	**1,458**	2,666	8%	248	1%	-	0%	2,688	8%	287	1%	43	0%
18	2006	7,726	**4,039**	**3,687**	285	7%	-	0%	-	0%	285	7%	30	1%	21	1%
19	2005	1,059	**657**	**402**	-	-	-	0%	-	**0%**	-	0%	-	0%	-	0%
	Total	2,006,477	1,949,929	56,548												





APPENDIX E: SDR/E-SDR STATEMENTS SUBMITTED FOR 2023 SEASON

Table below shows the counties BPS counts for 2023, 2022 and 2021 filing seasons:

#	County Code	County Name	SDR Participation	e-SDR Participation	2023 SDR/e-SDR Statements	2022 SDR/e-SDR Statements	2021 SDR/e-SDR Statements	Growth % 2023 vs. 2022	Growth % 2023 vs. 2021	2023 Accounts Uploaded	2023 Accounts % Filed
1	1	Alameda	Yes	Yes	10,077	10,328	9,221	-2.43%	9.28%	36,984	27.25%
2	2	Alpine	No	No	-	-	-	-	-	-	-
3	3	Amador	Yes	Yes	12	12	16	0.00%	-25.00%	-	-
4	4	Butte	No	No	-	-	-	-	-	-	-
5	5	Calaveras	Yes	Yes	150	159	153	-5.66%	-1.96%	2,659	5.64%
6	6	Colusa	No	No	-	-	-	-	-	-	-
7	7	Contra Costa	Yes	Yes	10,017	10,455	10,573	-4.19%	-5.26%	14,784	67.76%
8	8	Del Norte	Yes	No	13	12	9	8.33%	44.44%	-	-
9	9	El Dorado	Yes	No	114	107	80	6.54%	42.50%	-	-
10	10	Fresno	Yes	Yes	7,378	7,695	8,075	-4.12%	-8.63%	27,218	27.11%
11	11	Glenn	No	No	-	-	-	-	-	-	-
12	12	Humboldt	No	No	-	-	-	-	-	-	-
13	13	Imperial	Yes	Yes	178	193	148	-7.77%	20.27%	201	88.56%
14	14	Inyo	No	No	-	-	-	-	-	-	-
15	15	Kern	Yes	Yes	5,103	5,194	5,161	-1.75%	-1.12%	10,827	47.13%
16	16	Kings	No	No	-	-	-	-	-	-	-
17	17	Lake	No	No	-	25	28	-100.00%	-100.00%	-	-
18	18	Lassen	No	No	-	-	-	-	-	-	-
19	19	Los Angeles	Yes	No	5,436	5,324	5,194	2.10%	4.66%	96,452	5.64%
20	20	Madera	No	No	-	-	-	-	-	-	-
21	21	Marin	Yes	Yes	3,169	4,530	4,513	-30.04%	-29.78%	8,597	36.86%
22	22	Mariposa	Yes	Yes	3	4	-	-25.00%	-	-	-
23	23	Mendocino	Yes	Yes	2,648	2,833	2,326	-6.53%	13.84%	6,722	39.39%
24	24	Merced	Yes	No	137	135	121	1.48%	13.22%	-	-
25	25	Modoc	Yes	Yes	141	123	102	14.63%	38.24%	982	14.36%
26	26	Mono	No	No	-	-	-	-	-	-	-
27	27	Monterey	Yes	No	216	224	219	-3.57%	-1.37%	-	-
28	28	Napa	No	No	-	-	-	-	-	-	-
29	29	Nevada	No	No	-	-	-	-	-	-	-
30	30	Orange	Yes	Yes	39,908	41,737	41,141	-4.38%	-3.00%	110,650	36.07%
31	31	Placer	Yes	No	279	296	284	-5.74%	-1.76%	6,478	4.31%
32	32	Plumas	No	No	-	-	-	-	-	-	-
33	33	Riverside	Yes	No	1,132	1,155	1,147	-1.99%	-1.31%	-	-
34	34	Sacramento	Yes	Yes	12,805	13,328	12,959	-3.92%	-1.19%	30,699	41.71%
35	35	San Benito	No	No	-	-	-	-	-	-	-
36	36	San Bernardino	Yes	Yes	13,615	13,542	14,071	0.54%	-3.24%	22,387	60.82%
37	37	San Diego	Yes	No	453	560	353	-19.11%	28.33%	-	-
38	38	San Francisco	Yes	No	386	414	428	-6.76%	-9.81%	33,070	1.17%
39	39	San Joaquin	Yes	No	357	351	357	1.71%	0.00%	-	-
40	40	San Luis Obispo	Yes	Yes	4,332	4,204	4,271	3.04%	1.43%	8,673	49.95%
41	41	San Mateo	Yes	Yes	6,272	5,855	5,884	7.12%	6.59%	11,199	56.01%
42	42	Santa Barbara	Yes	No	236	259	246	-8.88%	-4.07%	-	-
43	43	Santa Clara	Yes	No	961	951	1,046	1.05%	-8.13%	39,893	2.41%
44	44	Santa Cruz	No	No	-	-	-	-	-	-	-
45	45	Shasta	Yes	No	99	111	100	-10.81%	-1.00%	-	-
46	46	Sierra	No	No	-	-	-	-	-	-	-
47	47	Siskiyou	No	No	-	-	-	-	-	-	-
48	48	Solano	Yes	Yes	2,898	3,015	2,973	-3.88%	-2.52%	6,416	45.17%
49	49	Sonoma	Yes	No	239	269	289	-11.15%	-17.30%	-	-
50	50	Stanislaus	Yes	No	259	280	270	-7.50%	-4.07%	11,031	2.35%
51	51	Sutter	Yes	Yes	1,303	1,323	1,339	-1.51%	-2.69%	2,765	47.12%
52	52	Tehama	No	No	-	-	-	-	-	-	-
53	53	Trinity	No	No	-	-	-	-	-	-	-
54	54	Tulare	Yes	Yes	596	634	442	-5.99%	34.84%	651	91.55%
55	55	Tuolumne	Yes	Yes	327	339	294	-3.54%	11.22%	990	33.03%
56	56	Ventura	Yes	Yes	3,735	2,893	2,701	29.10%	38.28%	12,265	30.45%
57	57	Yolo	Yes	No	113	109	78	3.67%	44.87%	-	-
58	58	Yuba	No	No	-	-	-	-	0.00%	-	-
		Totals	37	21	135,097	138,978	136,612	-2.79%	-1.11%	502,593	26.88%
					2023 SDR/e-SDR Statements	2022 SDR/e-SDR Statements	2021 SDR/e-SDR Statements	Growth % 2023 vs. 2022	Growth % 2023 vs. 2021	2023 Accounts Uploaded	2023 Accounts % Filed

*yellow: This county is marked as e-SDR participating but it is not using e-SDR

APPENDIX F: SDR ACTIVITY BY BULK FILLER FOR 2023 FILLING SEAON

Table below shows registered users' activity of bulk fillers for 2023 filling seasons:

#	Contact Name	Contact Email	Contact Phone	Company	2023 SDR
1	Angelique Woods	angelique.woods@ryan.com	8668664186	Starbucks	1,894
2	Amanda Miranda	ptscompliance@ryan.com	8668664186	Ryan LLC	1544
3	Laina Borowski	laina.borowski@ey.com	4019423470	Ernst & Young LLP	1354
4	Pamela Carley	pcarley@propertyvaluationservices.net	9132391052	Property Valuation Services	1158
5	Altus Group US Inc. Jacklyn Skovira	jacklyn.skovira@altusgroup.com	4105680762	Garfield Beach CVS, L.L.C.	1136
6	Kathy Fitch	Kathy.m.Fitch@chase.com	6142132085	JPMorgan Chase Bank NA	900
7	Leigh Farmer	jlfarmer@kpmg.com	503-820-6663	American Tower Corporation	748
8	Chasity Hanson	chasity.hanson@ryan.com	866-866-4186	Ryan LLC	705
9	Victoria Arensky	victoria.arensky@walgreens.com	8475274629	walgreens	697
10	Kari Goodell	Kari.goodell@ryan.com	918-932-1198	Ryan, LLC	582
11	Leigh Farmer	jlfarmer@kpmg.com	503-820-6663	SpectraSite Communications Inc	533
12	Gardenia Flores	gardenia.flores@ryan.com	8668664186	Speedway	456
13	Arsenio De La Cruz	adelacruz@publicstorage.com	8182448080	Public Storage	418
14	Patricia Buffington	pbuffington@riteaid.com	7179755852	Rite Aid Corporation	417
15	Nicole Maloy	nicole.maloy@ryan.com	9189321204	Ryan, LLC	414
16	Scott Eckhardt	scott.eckhardt@walmart.com	4792045512	Wal-Mart Stores Inc	323
17	Leo Villatoro	leo.villatoro@ryan.com	8322836903	Caliber Bodyworks, LLC	287
18	Chris Hidalgo	Property_Tax@gap.com	5054620033	Gap Inc & Subs	282
19	Leigh Farmer	jlfarmer@kpmg.com	5038206663	Grocery Outlet Inc	249
20	Michael English	menglish@innout.com	9495096200	In-N-Out Burgers	239
21	Ted Kolman	ted.kolman@mossadams.com	469-453-7125	Smart & Final	227
22	Vlad Mihal	vlad.mihal@fnf.com	904-513-6451	Chicago Title Company	221
23	Dusty San Miguel	Dusty.SanMiguel@Sci-us.com	713-525-7131	SCI Shared Resources, LLC	202
24	Patricia Ogari	Patricia.Ogari@invoke.tax	469-206-4255	Prime Comms Retail LLC	166
25	Erika Forchtner	eforchtner@fnf.com	9048548135	Rocky Mountain Support Services, Inc.	165
26	Dawn Miller	dmiller@footlocker.com	7179722939	Foot Locker	165
27	Melissa Whitlock-Cassell	melissa_whitlock@vfc.com	3364246247	VF Corporation	164
28	Sonya Tinault	sonya.tinault@ryan.com	6027147752	HFD No. 55, Inc.	159
29	Erika Forchtner	eforchtner@fnf.com	9048548135	Fidelity National Title Company	151
30	Jonathan Lee	jolee@24hourfit.com	9255433377	24 Hour Fitness USA, Inc.	151
31	Jasmine Mei	us-portaxsaltpptiag@KPMG.com	9712851188	The Pep Boys - Manny, Moe & Jack of California	142
32	Jasmine Mei	jmei@kpmg.com	5088206764	Avaya, Inc.	137
33	Christian Renner	taxdepartment@anthem.com	3174886625	The Athem Companies, Inc.	135
34	Jasmine Mei	us-portaxsaltmsi@KPMG.com	5038206764	Michaels Stores, Inc.	134
35	Todd Jordan	Toddj@osgtax.com	4693261401	OSG	131
36	Jasmine Mei	jmei@kpmg.com	5038206764	Ortho Clinical Diagnostics Inc	123
37	Doug Todd	tax@finishline.com	317-899-1022	The Finish Line Inc	122
38	Tracy Arnold	tax_department_email@discounttire.com	4806066708	Southern California Discount Tire Co Inc	122
39	ALEXIS YOUNG	propertytax@ur.com	8132696514	UNITED RENTALS NORTH AMERICA INC	115
40	Diane Alvarez	diane.alvarez@cbre.com	4699776500	CBRE, Inc	105
41	TRACY PELLETIER	tpelletier@darden.com	4072454916	N & D RESTAURANTS INC	101
42	INES PEEPLES	IPEEPLES@ZALECORP.COM	9725804304	ZALE DELAWARE, INC	89
43	Elizabeth Gomez	egomez@schoolsfirstfcu.org	714-258-4000	SchoolsFirst FCU	85
44	Cecilia Morisak	aurora@invoke.tax	330-562-3335	ESA P Portfolio LLC	82
45	Janet Powers	Janet.Powers@Ryan.com	9189321195	Ryan, LLC	59
46	Julie Folkerts	juliefolkerts@umpquabank.com	503-268-6673	Umpqua Bank	58
47	Amisha Bhakta	Andrew.Rivera-vazquez@ryan.com	866-866-4186	Stanley Convergent Security Solutions Inc	49
48	Kevin Kamfar	amitsinha@mfpoer.com	949-556-9003	Marvin F. Poer	47
49	Erika Forchtner	eforchtner@fnf.com	9048548135	Lawyers Title Company	44
50	Erika Forchtner	eforchtner@fnf.com	9048548135	Ticor Title Company of CA	42
51	DAVID READY	Tax@dswinc.com	6148721344	DSW SHOE WAREHOUSE, INC	36
52	Erika Forchtner	eforchtner@fnf.com	9048548135	Fidelity National Title Company of CA	35
53	Boryana Stefanova	propertytax@eplus.com	7039848476	ePlus Group Inc	31
54	Tristan Vick	tax@raisingcanes.com	9727693231	Raising Canes Restaurants LLC	30
55	CARLA CHESTER	CCHESTER@AEGISTAX.COM	6154672182	AEGIS GROUP LLC	14
56	William Lynch	william.lynch@selectcomfort.com	7635517011	Select Comfort Retail Corporation	12
57	Gina Sciscente	gsciscente@kpmg.com	916-551-3058	Xilinx, Inc	11
58	Scott Roper	scott.fisher@atlasair.com	9147018243	Atlas Air, Inc.	11
59	Erika Forchtner	eforchtner@fnf.com	9048548135	Commonwealth Land Title Company	7
60	Scott Roper	scott.roper@atlasair.com	9147018243	Polar Air Cargo Worldwide, Inc.	2
61	Jasmine Mei	us-portaxsaltpptiag@KPMG.com	9712851188	PB Acquisition Company Alameda LLC	1
					18,219

APPENDIX G: SDR/E-SDR STATEMENT TYPES SUBMITTED

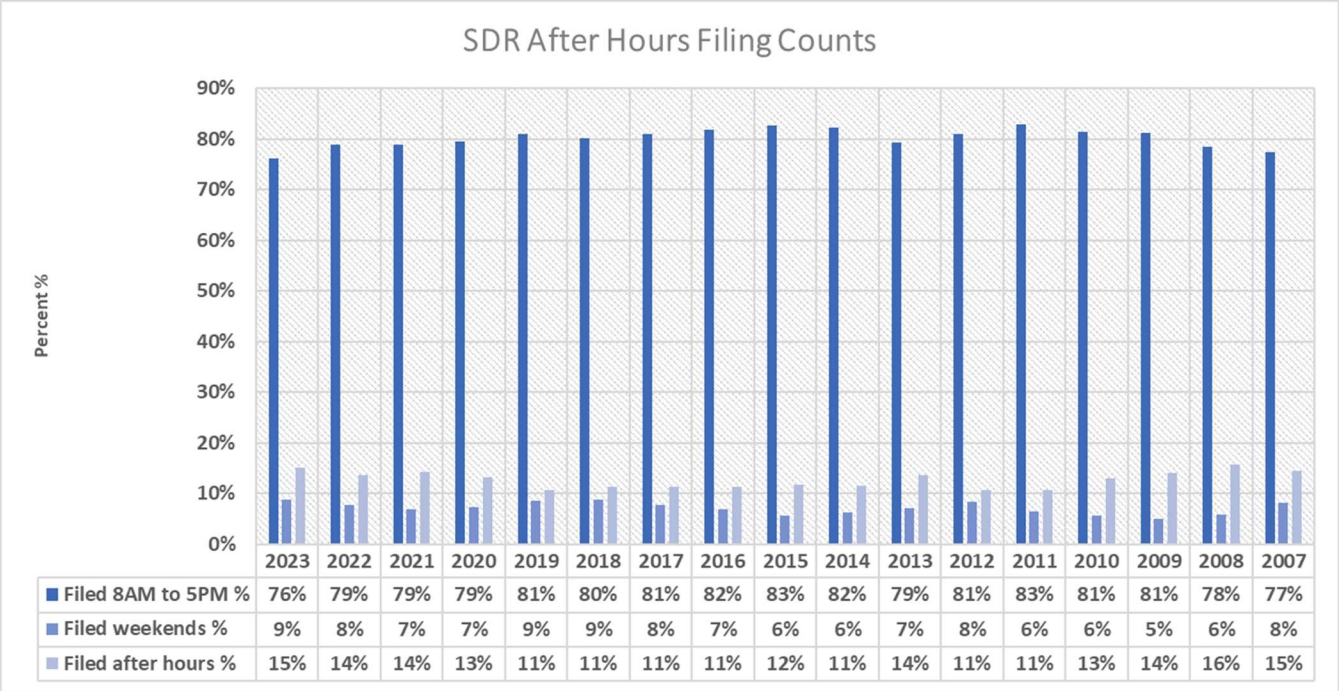
Table below shows the counties BPS counts by type and county for all 19 seasons (2005-2023):

#	Code	County	SDR	e-SDR	SDR Statements	e-SDR Statements	e-SDR Movedout	571A	571F	571R	571L	Total	% of Total
1	**30**	**Orange**	**Yes**	**Yes**	**22,770**	**612,113**	**16,155**	**22**	**216**	**8,875**	**625,770**	**651,038**	**32.45%**
2	**36**	**San Bernardino**	**Yes**	**Yes**	**12,236**	**196,304**	**3,469**	**659**	**3**	**-**	**207,878**	**212,009**	**10.57%**
3	**34**	**Sacramento**	**Yes**	**Yes**	**10,560**	**134,664**	**3,057**	**1,168**	**-**	**2,004**	**142,052**	**148,281**	**7.39%**
4	**1**	**Alameda**	**Yes**	**Yes**	**10,520**	**114,178**	**2,111**	**2**	**-**	**456**	**124,240**	**126,809**	**6.32%**
5	**7**	**Contra Costa**	**Yes**	**Yes**	**8,258**	**107,754**	**3,138**	**2**	**-**	**-**	**116,010**	**119,150**	**5.94%**
6	**10**	**Fresno**	**Yes**	**Yes**	**6,205**	**86,497**	**2,007**	**-**	**13,558**	**2,339**	**76,805**	**94,709**	**4.72%**
7	**33**	**Riverside**	**Yes**	**No**	**14,202**	**74,031**	**1,381**	**2**	**801**	**1,784**	**85,646**	**89,614**	**4.47%**
8	**41**	**San Mateo**	**Yes**	**Yes**	**5,501**	**64,425**	**1,436**	**-**	**108**	**544**	**69,274**	**71,362**	**3.56%**
9	**39**	**San Joaquin**	**Yes**	**No**	**4,107**	**64,499**	**1,786**	**1**	**9,196**	**-**	**59,409**	**70,392**	**3.51%**
10	**19**	**Los Angeles**	**Yes**	**No**	**64,653**	**15**	**-**	**-**	**-**	**-**	**64,668**	**64,668**	**3.22%**
11	**15**	**Kern**	**Yes**	**Yes**	**4,705**	**57,114**	**1,248**	**6,899**	**-**	**76**	**54,844**	**63,067**	**3.14%**
12	**40**	**San Luis Obispo**	**Yes**	**Yes**	**2,114**	**50,519**	**1,069**	**3**	**1,485**	**362**	**50,783**	**53,702**	**2.68%**
13	**21**	**Marin**	**Yes**	**Yes**	**2,043**	**44,231**	**1,022**	**253**	**-**	**460**	**45,561**	**47,296**	**2.36%**
14	**56**	**Ventura**	**Yes**	**Yes**	**6,058**	**26,198**	**588**	**-**	**1**	**3**	**32,252**	**32,844**	**1.64%**
15	**23**	**Mendocino**	**Yes**	**Yes**	**508**	**29,957**	**872**	**2,678**	**-**	**2,628**	**25,159**	**31,337**	**1.56%**
16	48	Solano	Yes	Yes	2,080	17,469	555	534	-	284	18,731	20,104	1.00%
17	9	El Dorado	Yes	No	1,055	14,815	215	569	1	746	14,554	16,085	0.80%
18	57	Yolo	Yes	No	1,204	13,322	273	1	790	622	13,113	14,799	0.74%
19	43	Santa Clara	Yes	No	13,557	-	-	-	-	-	13,557	13,557	0.68%
20	51	Sutter	Yes	Yes	500	8,444	110	11	2,900	258	5,775	9,054	0.45%
21	37	San Diego	Yes	No	6,730	-	-	-	-	-	6,730	6,730	0.34%
22	29	Nevada	No	No	256	6,374	77	1	53	85	6,491	6,707	0.33%
23	38	San Francisco	Yes	No	5,776	-	-	-	-	-	5,776	5,776	0.29%
24	17	Lake	No	No	202	5,364	153	17	745	97	4,707	5,719	0.29%
25	31	Placer	Yes	No	3,400	2	-	-	-	1	3,401	3,402	0.17%
26	49	Sonoma	Yes	No	3,280	-	-	-	-	-	3,280	3,280	0.16%
27	54	Tulare	Yes	Yes	1,946	1,172	20	-	-	3	3,115	3,138	0.16%
28	42	Santa Barbara	Yes	No	2,763	-	-	-	-	-	2,763	2,763	0.14%
29	27	Monterey	Yes	No	2,647	-	-	-	-	-	2,647	2,647	0.13%
30	50	Stanislaus	Yes	No	2,500	-	-	-	-	-	2,500	2,500	0.12%
31	5	Calaveras	Yes	Yes	165	2,017	21	-	52	19	2,111	2,203	0.11%
32	26	Mono	No	No	43	1,407	24	-	-	1	1,449	1,474	0.07%
33	24	Merced	Yes	No	1,447	-	-	-	-	-	1,447	1,447	0.07%
34	13	Imperial	Yes	Yes	972	453	6	-	1	263	1,161	1,431	0.07%
35	25	Modoc	Yes	Yes	49	1,285	27	473	214	44	603	1,361	0.07%
36	45	Shasta	Yes	No	1,308	-	-	-	-	-	1,308	1,308	0.07%
37	55	Tuolumne	Yes	Yes	151	897	25	12	3	9	1,024	1,073	0.05%
38	3	Amador	Yes	Yes	157	785	14	18	-	2	922	956	0.05%
39	44	Santa Cruz	No	No	724	-	-	-	-	-	724	724	0.04%
40	28	Napa	No	No	382	-	-	-	-	-	382	382	0.02%
41	20	Madera	No	No	344	-	-	-	-	-	344	344	0.02%
42	16	Kings	No	No	338	-	-	-	-	-	338	338	0.02%
43	4	Butte	No	No	337	-	-	-	-	-	337	337	0.02%
44	8	Del Norte	Yes	No	177	-	-	-	-	-	177	177	0.01%
45	12	Humboldt	No	No	109	-	-	-	-	-	109	109	0.01%
46	47	Siskiyou	No	No	86	-	-	-	-	-	86	86	0.00%
47	32	Plumas	No	No	73	-	-	-	-	-	73	73	0.00%
48	52	Tehama	No	No	24	-	-	-	-	-	24	24	0.00%
49	18	Lassen	No	No	15	-	-	-	-	-	15	15	0.00%
50	35	San Benito	No	No	14	-	-	-	-	-	14	14	0.00%
51	58	Yuba	No	No	14	-	-	-	-	-	14	14	0.00%
52	22	Mariposa	Yes	Yes	11	-	-	-	-	-	11	11	0.00%
53	6	Colusa	No	No	8	-	-	-	-	-	8	8	0.00%
54	14	Inyo	No	No	8	-	-	-	-	-	8	8	0.00%
55	53	Trinity	No	No	3	4	1	-	-	2	5	8	0.00%
56	11	Glenn	No	No	7	-	-	-	-	-	7	7	0.00%
57	2	Alpine	No	No	2	1	-	1	-	-	2	3	0.00%
58	46	Sierra	No	No	3	-	-	-	-	-	3	3	0.00%
		Totals	**37**	**21**	**229,307**	**1,736,310**	**40,860**	**13,326**	**30,127**	**21,967**	**1,900,197**	**2,006,477**	**100.00%**

APPENDIX H: SDR/E-SDR STATEMENTS SUBMITTED AFTER HOURS

Table below shows the after-hours activity of BPS fillings for all 19 seasons (2005-2023):

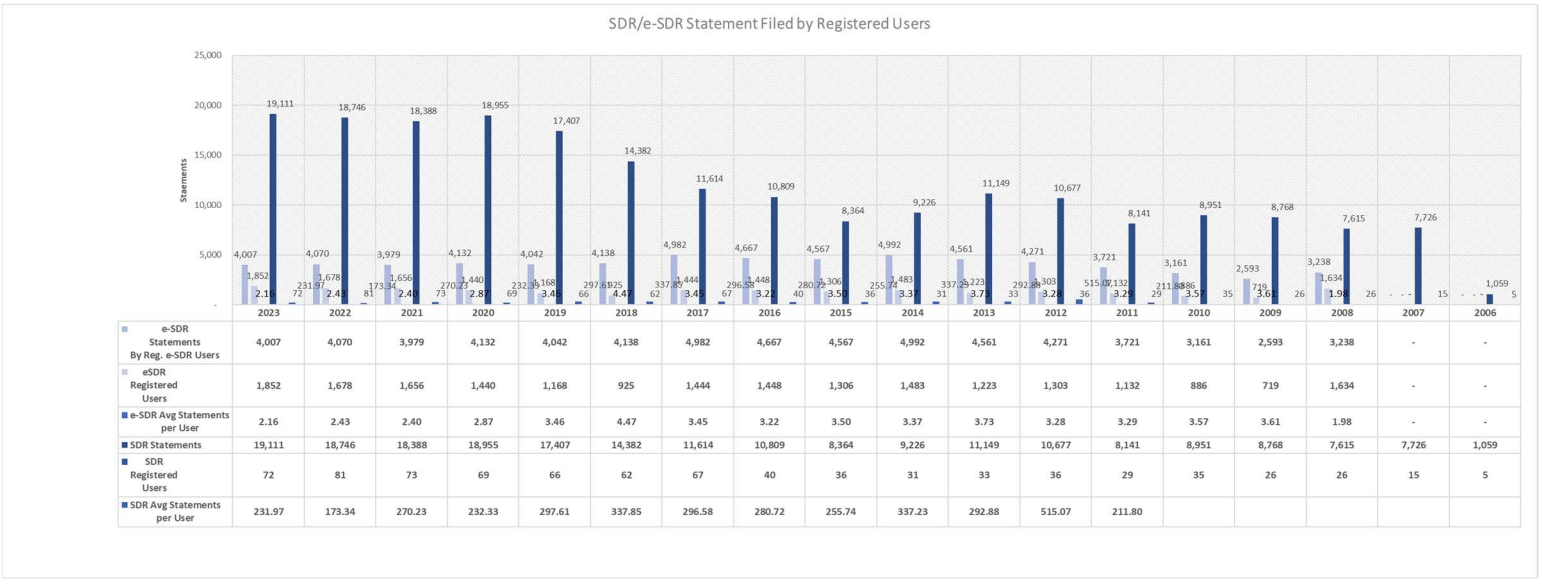
#	Year	Total Statements	Filed 8AM to 5PM	% Filed 8AM to 5PM	Filed Weekends	% Filed Weekends	Filed After Hours	% Filed After Hours
1	2023	135,097	102,896	76%	11,937	9%	20,264	15%
2	2022	138,978	109,518	79%	10,590	8%	18,870	14%
3	2021	136,612	107,656	79%	9,424	7%	19,532	14%
4	2020	138,493	110,064	79%	10,021	7%	18,408	13%
5	2019	142,273	115,073	81%	12,161	9%	15,039	11%
6	2018	153,915	123,190	80%	13,483	9%	17,242	11%
7	2017	155,628	125,999	81%	11,906	8%	17,723	11%
8	2016	152,031	124,471	82%	10,365	7%	17,195	11%
9	2015	149,422	123,548	83%	8,433	6%	17,441	12%
10	2014	133,813	110,177	82%	8,262	6%	15,374	11%
11	2013	124,237	98,527	79%	8,685	7%	17,025	14%
12	2012	108,423	87,843	81%	8,983	8%	11,597	11%
13	2011	102,192	84,659	83%	6,568	6%	10,965	11%
14	2010	79,249	64,536	81%	4,493	6%	10,220	13%
15	2009	62,380	50,599	81%	3,088	5%	8,693	14%
16	2008	49,976	39,191	78%	2,884	6%	7,901	16%
17	2007	34,973	27,053	77%	2,830	8%	5,090	15%
18	2006	7,726	5,030	65%	12	0%	2,684	35%
19	2005	1,059	1,053	99%	6	1%	-	0%
	Total	2,006,477	1,611,083		144,131		251,263	



APPENDIX I: SDR/E-SDR STATEMENTS SUBMITTED BY REGISTERED USERS

Table below shows registered users' activity of BPS fillings for all 19 seasons (2005-2023):

#	Year	SDR Statements	e-SDR Statements	e-SDR Moved Out	Totals	SDR/e-SDR Statements By Reg. Users	SDR/e-SDR Reg. Users Count	SDR Statements By Reg. SDR Users	SDR Registered Users	e-SDR Statements By Reg. e-SDR Users	eSDR Registered Users	SDR Avg Statements per User	e-SDR Avg Statements per User
1	2023	18,219	113,659	3,219	**135,097**	22,643	2,152	18,217	61	4,426	2,091	298.64	2.12
2	2022	19,111	116,529	3,338	**138,978**	23,117	1,924	19,110	72	4,007	1,852	265.42	2.16
3	2021	18,746	114,306	3,560	**136,612**	22,815	1,758	18,745	81	4,070	1,678	231.42	2.43
4	2020	18,388	117,097	3,008	**138,493**	22,367	1,728	18,388	73	3,979	1,656	251.89	2.40
5	2019	18,955	120,353	2,965	**142,273**	23,087	1,508	18,955	69	4,132	1,440	274.71	2.87
6	2018	17,407	133,310	3,198	**153,915**	21,421	1,233	17,379	66	4,042	1,168	263.32	3.46
7	2017	14,382	138,046	3,200	**155,628**	18,520	986	14,382	62	4,138	925	231.97	4.47
8	2016	11,614	137,199	3,218	**152,031**	16,596	1,510	11,614	67	4,982	1,444	173.34	3.45
9	2015	10,809	135,381	3,232	**149,422**	15,476	1,487	10,809	40	4,667	1,448	270.23	3.22
10	2014	8,364	122,873	2,576	**133,813**	12,931	1,342	8,364	36	4,567	1,306	232.33	3.50
11	2013	9,226	112,201	2,810	**124,237**	14,218	1,513	9,226	31	4,992	1,483	297.61	3.37
12	2012	11,149	95,092	2,182	**108,423**	15,710	1,256	11,149	33	4,561	1,223	337.85	3.73
13	2011	10,677	89,888	1,627	**102,192**	14,948	1,338	10,677	36	4,271	1,303	296.58	3.28
14	2010	8,141	69,979	1,129	**79,249**	11,862	1,161	8,141	29	3,721	1,132	280.72	3.29
15	2009	8,951	52,629	800	**62,380**	12,112	920	8,951	35	3,161	886	255.74	3.57
16	2008	8,768	40,663	545	**49,976**	11,361	745	8,768	26	2,593	719	337.23	3.61
17	2007	7,615	27,105	253	**34,973**	10,853	1,660	7,615	26	3,238	1,634	292.88	1.98
18	2006	7,726	-	-	**7,726**	7,726	15	7,726	15	-	-	515.07	-
19	2005	1,059	-	-	**1,059**	1,059	5	1,059	5	-	-	211.80	-
	Total	211,088	1,622,651	37,641	2,006,477	276,179		229,275		69,547		279.93	2.78



	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006
e-SDR Statements By Reg. e-SDR Users	4,007	4,070	3,979	4,132	4,042	4,138	4,982	4,667	4,567	4,992	4,561	4,271	3,721	3,161	2,593	3,238	-	-
eSDR Registered Users	1,852	1,678	1,656	1,440	1,168	925	1,444	1,448	1,306	1,483	1,223	1,303	1,132	886	719	1,634	-	-
e-SDR Avg Statements per User	2.16	2.43	2.40	2.87	3.46	4.47	3.45	3.22	3.50	3.37	3.73	3.28	3.29	3.57	3.61	1.98	-	-
SDR Statements	19,111	18,746	18,388	18,955	17,407	14,382	11,614	10,809	8,364	9,226	11,149	10,677	8,141	8,951	8,768	7,615	7,726	1,059
SDR Registered Users	72	81	73	69	66	62	67	40	36	31	33	36	29	35	26	26	15	5
SDR Avg Statements per User	231.97	173.34	270.23	232.33	297.61	337.85	296.58	280.72	255.74	337.23	292.88	515.07	211.80					

SDR/e-SDR/eFORMS

TECHNICAL SERVICES AND SYSTEMS MAINTENANCE SUPPORT AGREEMENT

BETWEEN

THE CALIFORNIA ASSESSORS' ASSOCIATION

AND

Modern iConcepts Inc.

doing business as

MODERN eConcepts

Technical Services and Systems Maintenance Support Agreement

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TECHNICAL SERVICES AND SYSTEMS MAINTENANCE SUPPORT AGREEMENT

This Technical Services/Systems and Maintenance Support Agreement ("Contract") is made and entered into as of the date fully executed by and between the California Assessors' Association, a nonprofit organization of the State of California ("Association"), and Modern iConcepts Inc., doing business as Modern eConcepts, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("Contractor") (Contractor and Association also referred to herein as "Party" or "Parties").

RECITALS

WHEREAS, Contractor desires to provide the Association with IT services, systems support and maintenance as detailed in Attachment A to this Contract ("Scope of Work"); and,

WHEREAS, in exchange for Contractor's services, Association agrees to pay Contractor, and Contractor agrees to bill Association according to the terms set forth in Attachment B, Invoice Instructions and Contractor's Pricing ("Contractor's Pricing")at the hourly rate set forth below;

THEREFORE, the Parties mutually agree as follows:

ARTICLES

1. **Scope of Contract:** This Contract, which includes the Scope of Work, Contractor's Pricing, and Resources provided by Association, set forth at Attachments A, B and C, respectively, and attached hereto and incorporated herein, specifies the terms and conditions by which Contractor will provide IT services and custom software maintenance and development to Association.

2. **Term of Agreement:** Contract term shall be July 1, 2022, through June 30, 2024, unless otherwise terminated as provided herein. Contract may be renewed upon expiration of this initial term, for two (2) additional consecutive one-year terms, upon mutual agreement of Parties. Association is not obligated to give a reason or notice if it elects not to renew. Renewal amendments may require approval of Association.

3. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state and county budget approvals; receipt of funds from, and/or obligation of funds by, the State of California to Association member counties and from Association-member counties to Association; and inclusion of sufficient funding for the services hereunder in the budget approved by Association for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, Association may immediately terminate or modify the Contract without penalty.

4. **Compensation:** Association will pay Contractor an hourly rate of One Hundred Thirty-Five Dollars ($135.00) in year one, and year two for services rendered. Contractor's stated hourly rate shall remain in effect through the initial Contract term, ending on June 30, 2024. Should Parties elect to renew Contract for two additional one-year terms, Contractor rate will be One Hundred Fifty ($150.00) per hour rate for those two terms. Contractor will not bill Association for Contractor's vacation, holidays or training time.

   Contractor will not bill Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses associated with the performance of services under this Contract, except upon advance written approval by

Association. In no event shall amounts paid under this Contract exceed $385,000.00, plus pass-through expenses estimated at $40,000.00 for the initial 12-month term beginning July 1, 2022 and $385,000.00, plus pass-through expenses estimated at $40,000.00 for the second-year term beginning July 1, 2023 ending June 30, 2024. Payment for services shall be in accord with Contractor's Pricing.

5. **Assignment and Sub-Contracting:** No performance of this Contract or any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of Association. Any attempt by Contractor to assign or sub-contract any services or portion of this Contract without the express written consent of Association shall be invalid and shall constitute cause for termination of this Contract.

6. **Coordinating Assessor:** The Association shall appoint a Coordinating Assessor to act as liaison between the Assessor and Contractor during the term of this Contract. Coordinating Assessor may require the removal and replacement of Contractor's personnel upon notification in writing to Contractor. If so notified, Contractor shall remove and replace such personnel within 14 calendar days. Contractor's replacement of personnel is subject to Coordinating Assessor's approval.

7. **Contract Administration:** Coordinating Assessor shall act as the contract administrator. However, only Association is authorized to make changes to this Contract. Coordinating Assessor will provide overall coordination and guidance of the Scope of Services and will address policy issues with Contractor as necessary and appropriate.

8. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the Scope of Work and to know the general conditions that may affect such work or costs thereof. Regardless of Contractor's responsibilities in this regard, Contractor is responsible to perform the Scope of Work at the agreed upon rate and according to Contractor's pricing. Association assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by Association are expressly stated in the Contract.

9. **Usage:** Association makes no guarantee to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, and based upon the last usage. Contractor agrees to supply services requested, as needed by Association regardless of quantity of service requested. Orders for Contractor's services will be placed at the sole convenience of Association.

10. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of Association. This obligation shall apply to Contractor; Contractor's employees, agents, and relatives; sub-tier consultants; and third parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of Association.

11. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from the performance of the Scope of Work are to be released by Contractor and/or anyone

acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without prior written approval by Association, except as necessary for the performance of the Scope of Work. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after Association approval.

12. **News/Information Release:** Contractor agrees it will not issue any news releases or make any contact with the media in connection with either the award of this Contract or Scope of Work performed. Contractor must first obtain review and approval of said news media contact from Coordinating Assessor. Any requests for interviews or information received by the media should be referred directly to Coordinating Assessor.

13. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract, shall constitute a material breach of this Contract. In such event, Association may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
    a. Afford Contractor written notice of the breach and give Contractor ten calendar days or such shorter time that may be specified in this Contract to cure the breach;
    b. Discontinue payment to Contractor for and during the period in which Contractor is in breach and offset against any monies billed by Contractor but yet unpaid by Association any monies disallowed pursuant to the above.
    c. Terminate Contract immediately without penalty.

14. **Contract Disputes:** Parties shall deal with each other in good faith and attempt to resolve any disputes informally. Notice of any unresolved disputes shall be provided as follows::
    i. Contractor shall submit to Coordinating Assessor a written demand for a final decision on how the dispute shall be resolved, unless Association, on its own initiative, has already rendered a final decision.
    ii. Contractor's written demand shall be fully supported by factual information. If such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a signed written statement indicating the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes Association is liable.
    iii. Pending the final resolution of any dispute related to the performance of the Scope of Work, Contractor's Pricing or this Contract, Contractor will continue to perform under this Contract, including the performance of the Scope of Work. Contractor's failure to diligently proceed shall be considered a material breach of this Contract. Any final decision of Association shall be expressly identified as such, shall be in writing and shall be signed by Coordinating Assessor or his designee. If Association fails to render a decision within 90 days after receipt of Contractor's demand, the Assessor will be deemed to have rendered a final decision adverse to Contractor's demand. Association's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of Association's final decision or one year following the accrual of the cause of action, whichever is later.

15. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other all papers, materials, and other properties of

the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non- disruptive business continuation of each Party.

16. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, Association may terminate this Contract.

17. **Expenditure Limit:** Contractor shall notify Coordinating Assessor in writing when the expenditures against the Contract reach 75 percent of the annual dollar limit on the Contract. Association is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless the Association agrees in writing.

18. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Association:
San Bernardino County Assessor
222 West Hospitality Lane, 4th Floor
San Bernardino, Ca. 92415-0311
Attn: Bob Dutton, Coordinating Assessor
Tel: 909-382-3210
Fax: 900-382-3215

Shasta County Assessor
1450 Court St # 208A
Redding, CA 96001
Attn: Leslie Morgan, President CAA
Tel: 530-225-3601
Fax: 530-225-5673

Contractor:
Modern iConcepts
160 S Old Spring Road
Suite #225
Anaheim Hills, CA 92808
Attn: Napoleon Dogaru
Tel: 714-388-6276

19. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the

sole and exclusive venue shall be a court of competent jurisdiction located in the county of the Coordinating Assessor and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

20. **Entire Contract; Amendments:** This Contract, including attachments A through C, which are incorporated by reference, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on Association unless authorized by Association in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any Association employee or agent, including but not limited to installers of software, shall not be valid or binding on Association unless accepted in writing by Coordinating Assessor or his designee.
21. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax, if such taxes are applicable.
22. **Delivery:** Time of delivery of services is of the essence in this Contract. Association reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work.
23. **Patent/Copyright Materials/Proprietary Infringement:** Unless Association agrees otherwise in writing, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. In addition to indemnifying Association as provided below for any such claims, Contractor agrees to pay all costs, damages, penalties and expenses related to or arising from such claim(s), including but not limited to, attorney's fees, costs and expenses.
24. **Non-Discrimination:** Contractor agrees it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
25. **Termination:** In addition to any other remedies or rights it may have by law and those set forth in this Contract, Association has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by Association of its right to terminate the Contract shall relieve Association of all further obligations hereunder
26. **Consent to Breach Is Not a Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
27. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
28. **Independent Contractor:** Contractor shall be considered an independent Contractor

and neither Contractor, its employees, nor anyone working for Contractor under this Contract shall be considered an agent or an employee of Association. Neither Contractor, employees, nor anyone working for Contractor under this Contract shall qualify for workers' compensation or other fringe benefits of any kind through Association.

29. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to Association's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of Association required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
30. **Insurance Provisions:** Prior to the provisions of services under this Contract, Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with Association Certificates of Insurance, including all endorsements required herein, necessary to satisfy Association that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with Association during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

    All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, this fact shall be indicated on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by Association.

    If Contractor fails to maintain insurance acceptable to Association for the full term of this Contract, Association may terminate this Contract immediately upon giving notice to Contractor.

    Qualified Insurer: Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure A.M. Best's Rating) and VIII (Financial Size Category).

    The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non- admitted carrier in the state of California and does not meet or exceed an A.M. Best rating of A-/VIII, the California Assessor's Association retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best's Rating of A-/VIII, the agency can accept the insurance.

    This policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence

	$2,000,000 aggregate
Professional Liability	$1,000,000 per occurrence
	$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the California Assessors' Association, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the California Assessors' Association shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the California Assessors' Association, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the California Assessors' Association.

All insurance policies required by this Contract shall give the California Assessors' Association 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interest clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven

days of notification by Coordinating Assessor, award may be made to the next qualified vendor.

Association expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the Coordinating Assessor as appropriate to adequately protect Association.

Association shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with Association incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and Association shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

31. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release.

32. **Changes:** Contractor shall make no changes to the Scope of Work without Association's written approval.

33. **Force Majeure:** Contractor shall not be responsible for nonperformance or delay in performance caused by any act of God, war, civil disorder, employment strike or other cause beyond Contractor's reasonable control, provided Contractor gives written notice of the cause of the delay to Association within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

34. **Confidentiality:** Contractor agrees to maintain the confidentiality of all Association and Association-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

35. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by Association in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by Association. Contractor acknowledges that Association is relying on Contractor to ensure such compliance.

36. **Pricing:** Contractor's Pricing includes full compensation for providing all required services within the Scope of Work in accordance with required specifications, or services as specified herein and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.

37. **Terms and Conditions:** Contractor acknowledges that it has read, understands and agrees to all terms and conditions included in this Contract

38. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the

purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

39. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

40. **Calendar Days:** The words "day" or "days" shall mean a calendar day or days rather than a 24-hour period, unless otherwise expressly provided.

41. **Attorney's Fees:** Except for any disputes arising out of paragraph 23 above, the Parties agree to bear their own attorney's fees, costs and expenses arising out of any dispute, action or proceeding to enforce or interpret any provision of this Contract.

42. **Interpretation:** This Contract has been negotiated at arm's length between Parties sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to execute this Contract by the other Party or by any person representing that Party, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the drafter is not applicable and is waived. This Contract shall be interpreted in a manner to effect the purpose of the Parties and Contract.

43. **Authority:** Each Party represents and warrants they are duly authorized to enter this Contract, and further warrants that the below signatories are authorized to enter a legally binding obligation for or on behalf of the Party.

44. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law.

45. **Indemnification:** Contractor agrees to indemnify, defend and hold harmless Association, its elected and appointed officials, officers, employees, agents harmless from any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties, attorneys' fees and costs, including but not limited to personal injury or property damage, arising from or related to Contractor's performance of the Scope of Work or this Contract. Contractor's obligation to defend includes Association's right to choose its own attorneys. If a court of competent jurisdiction adjudges Association liable due to Association's active negligence, Contractor and Association agree that liability and any damages payable will be apportioned among the Parties accordingly. Neither Party shall request a jury apportionment.

46. **Ownership of Documents:** Coordinating Assessor and Association have permanent ownership of all directly and indirectly connected and derivative materials and work products produced under this Contract by Contractor. All current software, future add-on software, documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of Association and may be used by Association

as it may require without additional cost to Association. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor other than in connection with the performance of this Contract, without the express written consent of Coordinating Assessor and/or Association as appropriate.

47. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. Coordinating Assessor shall store these records for a period of three years after final payment is received from Association

Signature Page

In WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures below:

California Assessors' Association

Date: 07/21/2022 By: _____

Bob Dutton, Coordinating Assessor

Date: 07/15/2022 _____

Modern Concepts –
Napoleon Dogaru, President

ATTACHMENT A

SCOPE OF WORK

I. OVERVIEW

A. Background Information:

Contractor shall assist California Assessor's Association by providing IT professional services, custom software development, project tracking and management in the following areas of CAA Shared Services application suites known as: SDR/e-SDR/BPSV and e-Forms.

II. CONTRACTOR RESPONSIBILITIES

A. Taxpayers Help Desk Support:

The contractor will provide limited taxpayers help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR) Taxpayers Help Desk Support with/for:
    a. Online filing process for supported forms and schedules
    b. Online filing process issues troubleshooting and resolution
    c. SDR bulk fillers upload process
    d. SDR bulk fillers SDR Schema Q&A and support
    e. Taxpayer's online services as user activation, password resets and other users administrative related functions.
    f. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
    g. Taxpayer's data scanning and troubleshooting of data related issues.
    h. Taxpayers change requests on approved by county data issues.
    i. Off Filing Season Help Desk Support Hours
        i. **Phone:** M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
        ii. **Email:** M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
    j. During Filing Season Help Desk Support Hours
        i. **Phone:** M-F 8AM-11PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    k. All phone and email inquiries response are based on staff availability
    l. All phone and email inquiries are replied with a status within 24 hours

2. E-Forms CAA Shared Service Taxpayers Help Desk Support with/for:
    a. Online form downloads process and navigation
    b. Online form downloads process issues troubleshooting and resolution
    c. Taxpayer's data scanning, troubleshooting and resolution of data related issues.
    d. Taxpayer's inquiries delegation and routing to the appropriate county contact person.
    e. Annual Help Desk Support Hours
        i. **Phone:** M-F 10AM-10PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    f. All phone and email inquiries response are based on staff availability
    g. All phone and email inquiries are replied with a status within 24 hours

B. County Users Help Desk Support:

The contractor will provide limited county users help desk support by email and phone for both SDR/e-SDR and e-Forms CAA Shared Services. This support is constricted and limited by the fiscal year budget assigned.

1. SDR CAA Shared Service (SDR/e-SDR/BPSV) County Users Help Desk Support with/for:
    a. Taxpayer Portal Online filing process for supported forms and schedules
    b. Taxpayer Portal Online filing process issues troubleshooting and resolution
    c. Taxpayer Portal SDR bulk fillers upload process
    d. County user's online services as user activation, password resets and other users administrative related functions.
    e. County Portal and Taxpayer Online features support, Q&A and training
    f. Data scanning, troubleshooting and resolution of data related issues.
    g. County change requests on data issues.
    h. Users Training and Demos
    i. Off Filing Season Help Desk Support Hours
        i. **Phone:** M-F 9AM-9PM, Sa-Sun: Critical and urgent items only
        ii. **Email:** M-Sun 8AM-12AM, Sa-Sun: Critical and urgent items only
    j. During Filing Season Help Desk Support Hours
        i. **Phone:** M-F 8AM-11PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    k. All phone and email inquiries response are based on staff availability
    l. All phone and email inquiries are replied with a status within 24 hours

2. E-Forms CAA Shared Service County Users Help Desk Support with/for:
    a. Online form downloads process and navigation
    b. Online form downloads process issues troubleshooting and resolution
    c. County Portal and Taxpayer Online features support, Q&A and training
    d. Data scanning, troubleshooting and resolution of data related issues.
    e. County change requests on data issues.
    f. Annual Help Desk Support Hours
        i. **Phone:** M-F 10AM-10PM, Sa-Sun: 1PM-3PM
        ii. **Email:** M-F 8AM-12AM, Sa-Sun: 12PM-6PM
    g. All phone and email inquiries response are based on staff availability
    h. All phone and email inquiries are replied with a status within 24 hours

C. System Infrastructure Support:

The contractor will provide limited system infrastructure support services related for both SDR and e-Forms CAA Shared Service. This support is constricted and limited by the fiscal year budget assigned. The infrastructure is defined as the platform where both SDR and e-Forms are operating, this includes production, testing and development environments. Those services include the following:

1. Microsoft Azure Services daily monitoring of SDR and e-Forms production and test environments.
2. Microsoft Azure Services configuration adjustments and management.
3. Microsoft Azure Services configuration updates and upgrades.
4. Microsoft Azure Services issues troubleshooting and resolutions in collaboration with Microsoft Azure support services.
5. Microsoft Azure Services daily operations tasks need for SDR and e-Forms to operate.
6. SDR and e-Forms Applications deployments to production and test environments
7. Maintenance of production, test and development environments.

8. Development environment and required services setup.
9. Development workstations and required tools setup.
10. Development environment issues troubleshooting and resolutions.
11. Development environment updates and upgrades.

D. Applications Operations Support:

The contractor will provide limited application operations support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Daily tasks needed by both SDR and e-Forms to operate:
    a. Execute batches processes requires by both SDR and e-Forms systems
    b. Execute backups
    c. Execute needed configurations adjustments to Microsoft Azure services
    d. Email and phone calls taxpayers support tickets triaging
    e. Email and phone calls county users support tickets triaging
    f. Project management tasks

2. Annual operation tasks needed by both SDR and e-Forms to operate:
    a. BOE forms templates adjustments and updates
    b. SDR annual Equipment Category and Depreciation Factors updates
    c. SDR New filling season setup and deployment
    d. e-Forms new lien year setup and deployment
    e. Adjustments and enhancements triaging for the new filing season
    f. SSL/TLS Certifications renewals and Domain renewals
    g. Projects FY planning and budgeting

3. Ad Hoc required tasks needed by both SDR and e-Forms to operate:
    a. Execute and verify counties data change requests
    b. Execute and verify taxpayers' data change requests
    c. Data Recovery when needed
    d. Urgent tasks needed to be executed to ensure no interruption of operations
    e. County users' announcements

4. Application Deployment and Release management.
    a. Deployment and Release announcements

E. Applications Maintenance Support:

The contractor will provide limited application maintenance support services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications changes and updates. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Software Defects related tasks needed by both SDR and e-Forms:
    a. Defects Analysis and Reproductions
    b. Defects Development
    c. Defects Tracking
    d. Defects Testing

2. Software Enhancements related tasks needed by both SDR and e-Forms:
    a. Enhancements Analysis
    b. Enhancements Requirements

c. Enhancements Development
d. Enhancements Tracking
e. Enhancements Testing

3. Application Data related tasks needed by both SDR and e-Forms:
   a. Database Performance and Tuning
   b. Database Migrations
   c. Database Testing

4. Application User Acceptance Testing
   a. UAT Planning
   b. UAT Efforts
   c. UAT Defects tracking

F. Project Management:

Contractor shall assist with technical project supervision and management on software projects for which Association decides Contractor has sufficient expertise. The contractor will provide project management services related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Project Planning.
2. Timelines Planning
3. Effort Triaging and Tracking
4. Effort and Cost Tracking
5. Release Reports
6. CAA required Reports
7. Project Meetings
8. Project Documentation
9. Client Coordination
10. Project Administration

G. Projects Expense Management:

The contractor will provide project expenses management related for both SDR/e-SDR and e-Forms CAA Shared Service related software applications. This support is constricted and limited by the fiscal year budget assigned. Those services include the following:

1. Applications related expenses tracking
2. Applications related expenses invoicing services

H. Out of Scope Work:

The contractor will identify any work that is considered out of scope and provide a detailed estimate to coordinating assessor and CAA for approval prior of any effort consumed. The estimate will contain a total estimated labor hours at the rate schedule listed below and a total estimated pass-through expense, such as equipment, software, services and any other reasonable costs required to complete the out of scope work order. Once the work is approved and signed off by coordinating assessor or CAA, the contractor will start the work order. Within 25% of the initial estimated cost consumed the contractor can provide one final cost adjustment in the event new items are identified to increase the overall cost for the given work order. The contactor will wait for approval of the cost adjustment before continuing with work order effort. In case the adjustment is denied then contractor will bill only for the work completed up to the cost adjustment.

Staff Title	FY 2022-23	FY 2023-24	Additional one-year terms
	Rate Per Hour	Rate Per Hour	Rate Per Hour
Application Tester	$100	$100	$110
Analyst	$100	$100	$110
Level 1 Help Desk	$100	$100	$110
Sr. Business Analyst	$135	$135	$150
Sr. Project Manager	$135	$135	$150
Sr. Programmer/Developer	$135	$135	$150
Sr. DBA	$135	$135	$150
Sr. System Engineer	$135	$135	$150
Special Skill	Market	Market	Market

Examples for Out of Scope work can be the following:

1. SDR forms (571L/LA/F/A/R) excessive changes by state regulation that the effort required to implement them exceeds the SDR assigned fiscal year effort for such work.

2. SDR support for more forms and schedules i.e. business, vessel and airplane property.

3. SDR Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the SDR assigned fiscal year effort for such work.

4. e-Forms (111 forms) excessive changes by state regulation or CAA that the effort required to implement them exceeds the e-Forms assigned fiscal year effort for such work.

5. e-Forms Applications/Batches new features and functionalities requested by counties and taxpayers that the implementation effort exceeds the e-Forms assigned fiscal year effort for such work.

6. Infrastructure changes and updates in Microsoft Azure Services that will result in excessive effort required to comply and support those changes and updates, exceeding the assigned fiscal year budget for such work.

7. SDR/e-SDR/BPSV and e-Forms projects changes and procedures demanded by CAA that will result in excessive effort required to comply and support, exceeding the assigned fiscal year budget for such work.

ATTACHMENT B

INVOICE INSTRUCTIONS AND CONTRACTOR'S PRICING

INVOICING AND PAYMENT

Contractor shall submit invoices monthly in arrears in acceptable detail and format that includes services performed, number of hours expended and amount being invoiced as may be requested by Coordinating Assessor.

Invoices must reference this Contract and must clearly specify the services performed.

Contractor shall submit two invoices to the Coordinating Assessor. Each invoice shall have a unique number and will include the following information:

Invoice Format

A. Name and Address of Contractor;

B. Name of Association;

C. Address of Association;

D. Contract Number/Price Contract Number

E. Contractor's Federal I.D. Number;

F. Date of Service;

G. Service Description (material and labor);

H. Billable Hours;

I. Hourly Rate and an Extended Dollar Amount

Contractor shall endeavor to format invoices so that Association may easily match invoice charges against the pricing in this Contract.

Responsibility for providing an acceptable invoice rests with Contractor.

Payment will be thirty days after receipt of an invoice in a format acceptable to Association. Responsibility for providing an acceptable invoice rests with Contractor.

Invoices submitted prior to completion of work that do not state all of the required information may be returned to Contractor for corrective action.

Each invoice shall be reviewed, verified and approved by Coordinating Assessor prior to payment to ensure that the billing is consistent with the compensation provisions of this Contract. Association will pay Contractor within the normal processing schedule of Association's accounts payable section or sooner.

Contractor shall send invoices to:

San Bernardino County Assessor
222 West Hospitality Lane, 4th Floor
San Bernardino, CA 92415-0311
Attn: Bob Dutton, Coordinating Assessor

ATTACHMENT C

ASSOCIATION SUPPLIED ITEMS AND RESOURCES

Association shall supply Contractor with the following

1. Source code and licenses necessary for the maintenance and development of shared services project.

FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

1. PARTIES AND DATE.

This First Amendment to the Technical Services/Systems and Maintenance Support Agreement ("**Amendment**") is made and entered into this 28th day of June, 2024 ("**Effective Date**"), by and between the **California Assessors' Association**, a nonprofit organization of the State of California ("**Association**") and **Modern iConcepts Inc.,** doing business as **Modern eConcepts**, 160 S Old Springs Road Suite 225, Anaheim Hills, CA 92808 ("**Contractor**"), and are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Amendment.

2. RECITALS.

2.1 Agreement. Association and Contractor entered into that certain Technical Services/Systems and Maintenance Support Agreement with a term from July 1, 2022 through June 30, 2024 ("**Agreement**"), whereby Contractor agreed to provide IT services, system support and maintenance, as detailed in Attachment A to the Agreement.

2.2 Amendment. Association and Contractor desire to amend the Agreement for the first time to provide for an extension of the term to the Agreement. The Agreement term expires on June 30, 2024. The intent of the Parties, via this Amendment, is to extend the term of the Agreement for continued services and update the compensation to a quarterly billed flat annual fee for the extended 2-year term.

3. TERMS.

3.1 Term of Agreement. Section 2 of the Agreement titled "Term of Agreement" is amended to replace in full the first sentence to the follow italicized text:

Contract term shall be July 1, 2024 through June 30, 2026, unless otherwise terminated as provided herein.

3.2 Compensation. Section 4 of the Agreement titled "Compensation" is amended and replaced in full by the following italicized text:

Compensation, listed below, shall be an annual flat fixed cost for the services described in Attachment A, the Scope of Work and shall be allocated as follows.

SDR/e-SDR/BPSV	*Annual Fixed Rate:*	*$225,000.00*
E-Forms	*Annual Fixed Rate:*	*$144,000.00*

Total Annual Fixed Rate: $369,000.00

Contractor shall bill the Association quarterly a flat fee for services rendered based on a proportional share of the annual fixed rate. Contractor shall not bill the Association for any costs or expenses, including those associated with travel, labor or any other costs or expenses associated with the performance of services under this Contract, except upon advance written approval by the Association. In no event shall amounts paid under this Contract exceed $369,000.00, plus pass-through expenses estimated at $40,000.00, annually. Payment for services shall be in accord with Contractor's pricing.

3.3 Notice to the Association. Section 18 of the Agreement titled "Notices" is amended to delete the first Association contact "Bob Dutton" and his associated address and replaced with the following contact information.

Attn: Vice President
California Assessors' Association
1540 River Park Drive Suite 211
Sacramento, CA 95815-4608

Phone: (916) 634-4203

3.4 Insurance. Section 30 of the Agreement titled "Insurance Provisions" is amended to add the following coverage:

Coverage	***Minimum Limits***
Cyber Liability	*$5,000,000 per occurrence*

The cyber liability policy shall contain the same endorsements as required for the Commercial General Liability policy. The members of the Association and their respective counties shall be similarly added as an additional insured for all coverage required under this Agreement.

3.5 Signatories. The Association's signatory as written "Bob Dutton, Coordinating Assessor" under the Signature Page is amended and replaced by "Christina Wynn, California Assessors' Association President."

3.6 Scope of Work. For the extended term of the Agreement, as defined in this Amendment, any out of scope work, as described in *Section H* of Attachment A to the Agreement, shall be done at the Rate Per Hour listed under the "Additional one-year terms" rate structure, equaling $150 per hour for senior staff and $110 per hour for junior staff.

3.7 Invoice Instructions. Attachment B titled "Invoice Instructions and Contractor's Pricing" is amended in the following ways:

a. The first sentence is replaced in full by the following italicized text: *Contractor shall submit invoices quarterly in arrears in acceptable detail and format that includes services performed and amount being invoiced as may be requested by Vice-President. Any references in the original contract to Coordinating Assessor are herewith amended to Vice President.*

b. Under the **Invoice Format** section, delete listed item H. "Billable Hours" and item I. "Hourly Rate and an Extended Dollar Amount" in their entirety without replacement.

c. Replace the name "Bob Dutton" and associated address under the "**Contractor shall send invoice to:**" with the following:

CAA c/o Shared Systems
1540 River Park Drive, Suite 211
Sacramento, CA 95815

3.8 Reduced Scope of Work. For the extended term of the Agreement, as defined in this Amendment, the following shall be required, as opposed to any language that would indicate otherwise in the Agreement.

Contractor shall provide quarterly flat fee billing for all invoicing.
Contractor shall provide quarterly Association updates reports.
Contractor shall provide quarterly reduced project status reports.
Contractor shall provide one annual project report.

3.9 Counties. The Parties recognize that Contractor may receive information from Association's members and their respective counties. Such entities shall be considered Association's agents or contractors under this Agreement and such counties shall be express third party beneficiaries of the Agreement. Without limiting any of the foregoing, Contractor understands and agrees that it may receive confidential information from each county and shall treat such information in the same manner as confidential information received from the Association. However, Contractor shall only share such county confidential information as directed by such county and in accordance with all applicable law.

3.10 Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the Effective Date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

3.11 Adequate Consideration. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

3.12 Successors. This Amendment shall be binding on and shall inure to the benefit of the Parties, their successors, and assigns.

3.13 Counterparts. This Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[*Signature Page Follows*]

SIGNATURE PAGE TO
FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CALIFORNIA ASSESSORS' ASSOCIATION

By: _____
Christina Wynn
President

MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

By: _____ 07/01/2024
Napoleon Degaru
President

SIGNATURE PAGE TO
FIRST AMENDMENT TO
TECHNICAL SERVICES/SYSTEMS AND MAINTENANCE SUPPORT AGREEMENT
BETWEEN THE
CALIFORNIA ASSESSORS' ASSOCIATION
AND
MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

CALIFORNIA ASSESSORS' ASSOCIATION

By: Christina Wynn 7/01/2024
Christina Wynn
President

MODERN iCONCEPTS INC. d/b/a MODERN eCONCEPTS

By: 07/01/2024
Napoleon Degaru
President

E-Contract Review
Approval as to Form

Department Name: Tehama County Assessor

Vendor Name: California Assessor's Association

Document Description: MOU to manage and administer county-shared IT professional services

APPROVED AS TO FORM:

Date: 12/12/23

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

Tehama County

Agenda Request Form

File #: 25-2178 **Agenda Date:** 12/30/2025 **Agenda #:** 26.

HEALTH SERVICES AGENCY / PERSONNEL - Executive Director Jayme Bottke

Requested Action(s)

a) OTHER THAN “A” STEP-Request approval to appoint the applicant as a Licensed Vocational Nurse II, Range 32, Step C, effective upon successful completion of all pre-employment requirements

Financial Impact:

The funds for this position are budgeted in FY 2025/2026, Budget Unit 40121, through realignment and Disease Intervention Specialist (DIS) grant funding.

Background Information:

The candidate has extensive clinical nursing experience in both clinic and hospital settings, which is very valuable to the department and will greatly enhance our Clinic services. They are also bilingual in Spanish and has experience working with a variety of populations in a nursing setting.

Nursing positions are historically difficult to fill, especially with experienced and qualified candidates. The department has had unfilled positions for six (6) months and has had four (4) failed recruitments.

The Personnel Office has reviewed the candidate’s qualifications and agrees with placement at Salary Range 32, Step C upon successful completion of all pre-employment requirements.

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.*

FROM: Health Services Agency/Public Health

TO: Board of Supervisors/Personnel

RE: Request to hire in the following classification – Licensed Vocational Nurse 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 to Personnel (allowing sufficient time prior to the anticipated hiring date). Requests for "C" step or above will be referred to the Board's Personnel Committee for recommendation to the full Board.

1) Range 32 (Joint Council) $28.26/hr "A" Step — Range 32 (Joint Council) Request $31.15/hr "C" Step

2) Total applications received during the recruitment for this position? 2
Total number of "qualified" applicants? 2

3) Would this individual accept the position at A Step? No

4) Justification for requesting higher than Step A.

a. Candidate has extensive clinical nursing experience in clinic and hospital settings and is looking for work in a public health setting. The experience she brings from her clinical background will enhance our Clinic services.

b. Candidate is bilingual and has experience working with variety of populations in a nursing setting.

c. Nursing positions are difficult to fill, especially with experienced and qualified people. Department has had unfilled positions for six (6) months and has had four (4) failed recruitments.

5) How has the Department budgeted for this additional cost?

Funds are budgeted in the Fiscal Year 2025-2026 through both realignment and grant funding through the DIS grant.

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

Jayme S. Bottke, Executive Director

Tehama County

Agenda Request Form

File #: 25-2170 **Agenda Date:** 12/30/2025 **Agenda #:** 27.

HEALTH SERVICES AGENCY / PERSONNEL - Executive Director Jayme Bottke

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chairperson to sign an Employment Agreement with Rosa Cumpston for the position of Tehama County Health Services Agency Assistant Executive Director, Administration, effective 1/1/26 through 12/31/29

Financial Impact:
The total salary, benefits, and roll-up costs for the first year of the new contract is approximately $216,790.60.

Background Information:
A competitive recruitment was conducted for the position of Assistant Executive Director, Administration and Ms. Cumpston has been selected as the most qualified applicant. The Executive Director and Ms. Cumpston have agreed to the salary, benefits, and all terms and conditions contained in the attached agreement. Benefits contained within the employment agreement are standard in all department head contracts which include $60 per month cell phone allowance, 240 hours per year of Personal Time Off (PTO), 40 hours of Management Time Off (MTO) per fiscal year, one (1) personal holiday per year, Parental Leave, Bereavement Leave and participation in the County sponsored Deferred Compensation plan on the same terms and conditions as employees in the Tehama County Management Employees' Association (TCMEA).

The proposed agreement clarifies Ms. Cumpston is considered a 'classic employee' for purposes of the California Public Employee's Pension Reform Act of 2013 and stipulates Ms. Cumpston shall participate in the CalPERS 2% at 55 defined benefit program.

Additionally, the parties agree, that the required CalPERS member contribution for Ms. Cumpston shall be seven percent (7%) of the compensation paid to Ms. Cumpston. The County will not pay any portion of this contribution on behalf of Ms. Cumpston. Additionally, in the event the County of Tehama agrees to a percentage increase in salary for all classifications represented by TCMEA, and / or adjustments in employment compensation for the position of Assistant Executive Director, Administration, Ms. Cumpston’s salary will be increased by an equal percentage.

TEHAMA COUNTY
ROSA CUMPSTON
EMPLOYMENT AGREEMENT
for the position of
Assistant Executive Director, Administration

THIS AGREEMENT, is made and entered into on January 1, 2026 and effective commencing January 1, 2026 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and ROSA CUMPSTON, hereinafter called "CUMPSTON" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of CUMPSTON as Assistant Executive Director, Administration from the effective date hereof until December 31, 2029; and

WHEREAS, COUNTY does hereby authorize the Tehama County Health Services Agency Executive Director, hereinafter "EXECUTIVE DIRECTOR" to act as hiring authority for said position in all material respects, including but not limited to the selection, appointment, oversight, and dismissal of persons occupying said position.

WHEREAS, the EXECUTIVE DIRECTOR desires to, appoint CUMPSTON to the position of Assistant Executive Director, Administration.

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for CUMPSTON; and

WHEREAS, CUMPSTON desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to CUMPSTON as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of CUMPSTON provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties
COUNTY hereby agrees to employ CUMPSTON as the Assistant Executive Director, Administration to perform the functions and duties as specified in the Assistant Executive Director, Administration classification specification heretofore or hereinafter approved by the Tehama

County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Health Services Agency from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. CUMPSTON shall report for work at her regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term

CUMPSTON agrees to remain in the exclusive employ of COUNTY until December 31, 2029, and further agrees to accept no other employment that may conflict with CUMPSTON'S performance of duties until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary

For purposes of this agreement, CUMPSTON shall be considered an overtime-exempt County employee. The salary and benefits provided under this agreement shall constitute the total compensation for all services provided by CUMPSTON under this agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay CUMPSTON hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

January 1, 2026 through December 31, 2026	$142,974.00 Annually
January 1, 2027 through December 31, 2027	$150,123.00 Annually
January 1, 2028 through December 31, 2028	$157,629.00 Annually
January 1, 2029 through December 31, 2029	$165,510.00 Annually

In the event that, during the term of this contract, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", CUMPSTON'S employment compensation will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this contract, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to CUMPSTON during the term of this contract. The compensation stated in this contract shall not be deemed to be a fixed amount for the entire term of this contract, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of CUMPSTON, except with the concurrence of CUMPSTON and then only to the degree of such a reduction across-the-board for all employees of the Department in which CUMPSTON is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this contract is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As CUMPSTON's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide CUMPSTON a cellular telephone allowance of $60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for CUMPSTON and shall not be prorated.

Section 5: Automobile

Should it be required that CUMPSTON use her personal vehicle in the performance of her official County duties, it is agreed that CUMPSTON will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for CUMPSTON.

Section 6: Personal Time Off (PTO)

CUMPSTON at the time of execution of this agreement shall no longer be eligible to accrue sick leave; however, any existing sick leave balances shall be carried forward and available to CUMPSTON for use for a non-work-related absence due to:

a. The inability of an employee to be present or perform the employee's duties because of personal illness, off-duty injury, or confinement for medical treatment.
b. Personal medical or dental appointments, which are impractical to schedule outside of regular working hours.
c. The need of the employee to attend to an immediate family member who is ill or injured for up to a maximum of six (6) days per fiscal year. For purposes of this Section, "Immediate family member" includes only: 1) A spouse or registered domestic partner; 2) A child, which for purposes of this article means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the eligible employee stand in loco parentis. This definition of a child is applicable regardless of age or dependency status; 3) A biological, adoptive, or foster parent, stepparent, or legal guardian of an eligible employee or of the eligible employee's spouse or registered domestic partner, or a person who stood in loco parentis when the eligible employee was a minor child; 4) A grandparent, step-grandparent, or great grandparent; 5) A grandchild; ; 6) A sibling; and 7) a designated person.

Furthermore, at the time of execution of this agreement, CUMPSTON shall no longer be eligible to accrue vacation. Any existing vacation balances shall be converted to Personal Time Off (PTO) and be subject to the hour limit outlined below.

In lieu of accruing vacation or sick leave, CUMPSTON shall accrue and have credited to her personal account, PTO leave. PTO shall accrue at a rate of 240 hours per year (9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time CUMPSTON has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

CUMPSTON shall have one (1) personal holiday (8 hours) added to her PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at CUMPSTON's request, compensate CUMPSTON for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of the Management Unit.

Section 7: Management Leave

CUMPSTON shall have five (5) paid management leave days (40 hours) added to her Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or CUMPSTON will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by the Association, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to CUMPSTON hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

CUMPSTON shall be entitled to COUNTY holidays in accordance with members of the Management Unit.

Also consistent with the method utilized by COUNTY for members of the Management Unit, if CUMPSTON is in a non-pay status on both workdays immediately adjacent to the holiday, CUMPSTON shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for CUMPSTON and her dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. CUMPSTON may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work-related issues for CUMPSTON

and/or members of her immediate family.

COUNTY will allow CUMPSTON to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement

The parties acknowledge and agree that CUMPSTON is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

CUMPSTON shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for CUMPSTON shall be seven percent (7%) of the compensation paid to CUMPSTON hereunder. COUNTY will not pay any part of the required member contribution on behalf of CUMPSTON.

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Upon Public Employees' Retirement System or Social Security Retirement or upon the death of an employee, the sick leave balance of an employee with less than fifteen (15) continuous years of County service shall be reduced by one hundred seventy-six (176) hours. The employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the sick leave remaining, if any. After fifteen (15) continuous years of County service and upon Public Employees' Retirement System or Social Security retirement or upon the death of any employee, the employee or the employee's estate shall be entitled to fifty per cent (50%) of the value of the employee's sick leave balance. Payment made under this Section shall be made in a lump sum if the value of the remaining sick leave is equal to or less than two thousand dollars ($2,000.00) or in increments of not less than two thousand dollars ($2,000.00) per month if the value of the remaining sick leave is greater than two thousand dollars ($2,000.00).

Section 11: Deferred Compensation

CUMPSTON may participate in those Section 457 Deferred Compensation Plans the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to CUMPSTON hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel

COUNTY hereby agrees to pay for travel and subsistence expenses of CUMPSTON in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions

adequate to continue the professional development of CUMPSTON and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Assistant Executive Director, Administration functions and such other related national, regional, state and local governmental groups and committees thereof which CUMPSTON serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of CUMPSTON, in accordance with adopted county travel policy, for short courses, institutes and seminars that are necessary for her professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If CUMPSTON is assigned to temporary work at such distance from her regular headquarters that it is impractical to return thereto each day, or to her regular place of abode, CUMPSTON will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation

Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of CUMPSTON to resign from her position with COUNTY. If CUMPSTON voluntarily resigns her position with COUNTY before expiration of the aforesaid term of her employment, then CUMPSTON shall give COUNTY two months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Assistant Executive Director, Administration serves at the will of the COUNTY. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of CUMPSTON at any time. If CUMPSTON is terminated by the COUNTY before expiration of the aforesaid term of employment, and if CUMPSTON is willing and able to perform her duties under this agreement, and if termination is for other than "just cause," then the COUNTY will pay CUMPSTON a lump-sum cash payment. Said lump-sum cash payment shall be equal to the lesser of three month's aggregate salary and benefits or the aggregate salary and benefits for the remaining term of this agreement.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

CUMPSTON shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and CUMPSTON shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should CUMPSTON be absent from work as a result of a work-related disability and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, CUMPSTON may elect to utilize State Disability Insurance, MTO and/or PTO to supplement her temporary disability indemnity payments, up to a maximum of full salary. During the time CUMPSTON is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, CUMPSTON shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the

normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, CUMPSTON's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If CUMPSTON is absent by reason of industrial disability, CUMPSTON may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of her physician. The duration of any such period of temporary work shall be determined by COUNTY. CUMPSTON shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require CUMPSTON when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Assistant Executive Director, Admnistration position without hazard to self or to her fellow workers, or to her own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes or be construed to waive any rights contained therein.

Should CUMPSTON return to work from a workplace industrial injury or illness, CUMPSTON shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until CUMPSTON has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if CUMPSTON is permanently disabled and cannot be reasonably accommodated or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to CUMPSTON's incapacity, or for any other reason, CUMPSTON shall not receive any salary, stipend or other compensation hereunder once CUMPSTON's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and CUMPSTON shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes CUMPSTON is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should CUMPSTON fail to return to work within three workdays of the expiration of approved leave, CUMPSTON shall be deemed to have tendered an automatic resignation. However, when

there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow CUMPSTON an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that CUMPSTON had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if CUMPSTON is on a leave of absence beyond any accrued leaves, she may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if CUMPSTON is on a leave of absence beyond any accrued leaves, CUMPSTON may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. CUMPSTON may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date CUMPSTON returns to work from the leave of absence in which CUMPSTON completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The EXECUTIVE DIRECTOR shall review and evaluate the performance of CUMPSTON at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as COUNTY may from time to time determine, in consultation with CUMPSTON. Further, the EXECUTIVE DIRECTOR shall provide CUMPSTON with a summary written statement of the findings and provide an adequate opportunity for CUMPSTON to discuss her evaluation with the EXECUTIVE DIRECTOR.

At the time of evaluation, the EXECUTIVE DIRECTOR and CUMPSTON shall define such goals and performance objectives that they determine necessary for the proper operation of the Health Services Agency Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, EXECUTIVE DIRECTOR and CUMPSTON mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that CUMPSTON is acting in her official capacity as the Assistant Executive Director, Administration, CUMPSTON shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify CUMPSTON against any tort, professional liability claim or demand or other legal action arising out of an alleged act

or omission occurring within the course and scope of CUMPSTON's duties as Assistant Executive Director, Administration.

Section 20: Bonding
COUNTY shall bear the full cost of any fidelity or other bonds required of CUMPSTON under any law or ordinance.

Section 21: Notices
Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
B. CUMPSTON: ROSA CUMPSTON at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions
A. The text herein shall constitute the entire agreement between the parties.
B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of CUMPSTON.
C. This agreement shall become effective commencing January 1, 2026.
D. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and CUMPSTON has signed and executed this agreement, both in duplicate, the day and year first above written.

_____
MATT HANSEN
Chairman, Board of Supervisors

_____
ROSA CUMPSTON
Employee

Approved as to form:

_____
MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Rosa Cumpston

Contract Description: For the purpose of Health services Assistant Executive Director, Administration

APPROVED AS TO FORM:

Date: 12/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2167 **Agenda Date:** 12/30/2025 **Agenda #:** 28.

COMMUNITY ACTION AGENCY- Executive Director Bekkie Emery

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement with Partnership HealthPlan of California to provide Enhanced Care Management services, effective upon date of approval and will automatically renew annually thereafter unless terminated

Financial Impact:
Partnership HealthPlan of California will reimburse Tehama County Community Action Agency for approved Enhanced Care Management services provided to members of Partnership HealthPlan, at a per-member, per-month rate. This reimbursement amount will depend on the services provided and the duration of the services. There is no impact to the General Fund.

Background Information:
This new agreement will allow Tehama County Community Action Agency (TCCAA) to provide specific and tailored Enhanced Care Management services to members of Partnership HealthPlan during the term of the contract. Enhanced care management services include client specific services that assist clients with clinical and non-clinical needs. With approval of this agreement, TCCAA will submit claims for the provision of services to Partnership HealthPlan.

Docusign Envelope ID: 440B60CF-ABA5-40A2-AA82-B63A7515A0C8

ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

And

TEHAMA COUNTY COMMUNITY ACTION AGENCY

This Enhanced Care Management Provider Services Agreement (the "Agreement") is entered into this December 1, 2025, by Partnership HealthPlan of California, a public entity referred to as ("**PARTNERSHIP**") and between Tehama County Community Action Agency, by and on behalf of its providers either employed and/or contracted (collectively, "**PROVIDER**" or "**PROVIDER GROUP**"). PARTNERSHIP and Provider are collectively referred to as the "Parties" and individually as a "Party."

PROVIDER GROUPS

If the undersigned Provider is a member of a Provider Group and is the authorized representative of this Provider Group, the signature affixed to this Agreement on behalf of the Provider Group certifies the following by his or her signature:

(a) All members of the Provider Group have granted the authority to the undersigned Provider for the purpose of signing this Agreement on their behalf.

(b) Each member of the Provider Group will be aware of and comply with the terms of the Agreement.

Upon reasonable request by PARTNERSHIP, the Provider Group agrees to provide certified copies of documents, including, but not limited to, Articles of Incorporation, Partnership Agreements or Member Provider Agreements, which will verify its legal and organizational status and operation as described above.

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IN WITNESS WHEREOF, the subsequent Agreement between PARTNERSHIP and Provider is entered into by and between the Parties.

PROVIDER
Tehama County Community Action Agency

Signature: Bekkie F Emery

Printed Name: Bekkie F. Emery

Title: Director

Date: Oct. 21, 2025

PARTNERSHIP
Partnership HealthPlan of California

Signature: Signed by: Sonja Bjork 10A81AB5333C440...

Printed Name: Sonja Bjork

Title: Chief Executive Officer

Date: 10/24/2025

Individuals in Group *(if needed use additional sheet of paper)*:

PROVIDER Address for Notices:

_____

_____

_____

Attn:_____

(remainder of this page is intentionally left blank)

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PARTNERSHIP HEALTHPLAN OF CALIFORNIA
ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT

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RECITALS

A. Whereas PARTNERSHIP has entered into and will maintain contracts (the "Medi-Cal Contract(s)") with the State of California, Department of Health Care Services ("DHCS") in accordance with Title 10, CCR, Section 1300 et. seq.; W&I Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which PARTNERSHIP provides services to Medi-Cal beneficiaries.

B. Whereas PARTNERSHIP will now offer Enhanced Care Management ("ECM"), as defined below, to Members pursuant to the Medi-Cal Contract provisions addressing ECM ("ECM Provisions").

C. Whereas Provider is a community-based entity with experience and expertise providing intensive, in-person care management services to individuals in one (1) or more of the Populations of Focus, as defined below, for ECM.

D. Whereas Provider desires to provide ECM Services within Provider's area of practice as appropriate for such Medi-Cal Members.

IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises contained herein, receipt and sufficiency of which are hereby acknowledged, the Parties set forth in this Agreement agree and covenant as follows:

SECTION 1
DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended. Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Section.

1.1 Accreditation Organization – Any organization including without limitation, the National Committee for Quality Assurance (NCQA), or other entities engaged in accrediting, certifying and/or approving PARTNERSHIP, Provider, and/or their respective programs, centers or services.

1.2 Agreement - This Agreement and all of the Attachments attached hereto and incorporated herein by reference.

1.3 Applicable Requirements - To the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, County, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Knox-Keene Health Care Service Plan Act and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, the Health Information Technology for Economic and Clinical Health ("HITECH") Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by

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the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, "Affordable Care Act"), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; the Medi-Cal Contract; DHCS Medi-Cal Provider Manual; all Governmental Agency guidance, executive orders, instructions, letters, bulletins, and policies; and all standards, rules and regulations of accreditation organizations.

1.4 Assigned Member or Member – A PARTNERSHIP Medi-Cal member who has been assigned or who chose Provider for their ECM Services.

1.5 Authorized Representative - Any individual appointed in writing by a competent Member or potential Member, to act in place or on behalf of the Member or potential Member for purposes of assisting or representing the Member or Potential Member with Grievances and Appeals, State Fair Hearings, Independent Medical Reviews, and in any other capacity, as specified by the Member or Potential Member.

1.6 California Children's Services ("CCS")-Eligible Condition - means a medical condition that qualifies a Child to receive medical services under the CCS Program, as specified in 22 CCR section 41515.1 et seq.

1.7 California Children's Services ("CCS") Program - A state and county program providing Medically Necessary services to treat CCS-Eligible Conditions.

1.8 Care Management Plan - A written plan that is developed with input from the Member and/or their family member(s), parent, legal guardian, authorized representative, caregiver, and/or other authorized support person(s) as appropriate to assess strengths, risks, needs, goals, and preferences, and make recommendations for clinical and non-clinical service needs.

1.9 Child Health and Disability Prevention Services (CHDP) - Those health care preventive services for beneficiaries under 21 years of age provided in accordance with the provisions of Health and Safety Code Section 124025, *et seq*., and Title 17, CCR, Sections 6842 through 6852.

1.10 Clean Claim - A claim that can be processed without obtaining additional information from the provider of the service or from a third party.

1.11 Community Supports - Substitute services or settings to those required under the California Medicaid State Plan that PARTNERSHIP may select and offer to their Members pursuant to 42 CFR section 438.3(e)(2) when the substitute service or setting is medically appropriate and more cost-effective than the service or setting listed in the California Medicaid State Plan.

1.12 Contract Year - Twelve (12) month period following the effective date of this Agreement between Provider and PARTNERSHIP and each subsequent twelve (12) month period following the anniversary of the Agreement.

1.13 County Organized Health System (COHS) - A plan serving either a single or multiple county area formed pursuant to California Welfare and Institutions Code Section 14087.54.

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1.14 Covered Services - Those health care services set forth in Welfare and Institutions Code Section 14000 et seq. and 14131 et. seq. Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Sections 51301; and Title 17, CCR, Chapter 4, Subchapter 13, Article 4, beginning with Section 6800. Covered Services include ECM Services.

1.15 DHCS - The State of California Department of Health Care Services.

1.16 Downstream Subcontractor - An individual or an entity that has a Downstream Subcontractor Agreement with a Subcontractor or a Downstream Subcontractor. A Network Provider is not a Downstream Subcontractor solely because it enters into a Network Provider Agreement.

1.17 Downstream Subcontractor Agreement - A written agreement between a Subcontractor and a Downstream Subcontractor or between any Downstream Subcontractors. The Downstream Subcontractor Agreement must include a delegation of PARTNERSHIP's and Subcontractor's duties and obligations under the Medi-Cal Contract.

1.18 Emergency Medical Condition - A medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably expect to result in one or more of the following: a) placing the health of the individual in serious jeopardy; b) serious impairment to bodily functions; c) serious dysfunction of any bodily organ or part, or d) death.

1.19 Emergency Services - Those inpatient and outpatient Covered Services by a qualified provider and needed to evaluate or stabilize an Emergency Medical Condition as defined in 42 CFR section 438.114 and Health & Safety Code section 1317.1(a)(1).

1.20 Enhanced Care Management ("ECM") - The whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-cost and/or high-need Members who meet ECM Populations of Focus eligibility criteria, through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch, and person-centered. ECM is a Medi-Cal benefit.

1.21 ECM Lead Care Manager - A Member's designated ECM care manager who works for the ECM Provider organization or as staff of PARTNERSHIP, and is responsible for coordinating all aspects of ECM and any Community Supports as a part of the Member's multi-disciplinary care team, which may include other care managers.

1.22 ECM Provider - A provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to Members in one (1) or more of the Populations of Focus for ECM. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Providers, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral

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health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) CCS providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

1.23 ECM Services or Services - The services which include, but are not limited to: (i) Outreach and Engagement of Members into ECM; (ii) Comprehensive Assessment and Care Management Plan; (iii) Enhanced Coordination of Care; (iv) Health Promotion; (v) Comprehensive Transitional Care; (vi) Member and Family Supports; and (vii) Coordination of and Referral to Community and Social Support Services, as described in Section 3 below.

1.24 ECM Populations of Focus or Populations of Focus - Members belonging to the following populations: (i) Adult Populations of Focus: Members over the age of 21 who are: (a) experiencing homelessness; (b) high utilizers, (c) Serious Mental Illness ("SMI") or Substance Use Disorder (SUD); (d) transitioning from incarceration; (e) individuals at risk for institutionalization who are eligible for long-term care services; and (f) nursing facility residents transitioning to the community (ii) Children/Youth Populations of Focus: Members up to age 21 who are: (a) experiencing homelessness; (b) high utilizers; (c) experiencing Serious Emotional Disturbance (SED) or identified to be at Clinical High Risk (CHR) for psychosis or experiencing a first episode of psychosis; (d) are enrolled in California Children's Services (CCS)/CCS Whole Child Model (WCM) with additional needs beyond the CCS qualifying condition; (e) involved in, or with a history of involvement in, child welfare (including individuals enrolled in foster and ages 26 and under); or (f) transitioning from incarceration.

1.25 Encounter Data - The information that describes health care interactions between Members and health care providers relating to the receipt of any item(s) or service(s) by a Member under this Agreement and subject to the standards of 42 CFR sections 438.242 and 438.818.

1.26 Encounter Form - Form submitted electronically to PARTNERSHIP in a HIPAA compliant 837 format to report the ECM Services provided to Medi-Cal Members.

1.27 Enrollment - The process by which a Medi-Cal Beneficiary selects or is assigned to PARTNERSHIP by DHCS.

1.28 Fee-For-Service Payment (FFS) - (1) The maximum Fee-For-Service rate determined by DHCS for services provided under the Medi-Cal Program; or (2) the rate agreed to by PARTNERSHIP and Provider. All Services that are Non Capitated Services or authorized by PARTNERSHIP pursuant to this Agreement will be compensated by PARTNERSHIP at the lowest allowable Fee-For-Service rate unless otherwise identified in Section 4 of this Agreement.

1.29 Fraud, Waste, and Abuse - The intentional deception or misrepresentation made by persons, including, but not limited to, Provider, with the knowledge that such deception could result in some unauthorized benefit to themselves or some other person or entity. It also means practices that are inconsistent with sound fiscal and business practices or medical standards and result in an unnecessary cost to the Medi-Cal program or other

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Benefit Plans, or in payment for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. Fraud, Waste, and Abuse includes any act that constitutes fraud under applicable federal or state law including 42 CFR § 455.2 and Welfare & Institutions Code section 14043.1(i), and the overutilization or inappropriate utilization of services and misuse of resources.

1.30 Fiscal Year of Partnership HealthPlan of California - The twelve (12) month period starting each July 1.

1.31 Governmental Agencies - The Department of Managed Health Care ("DMHC"), Department of Health Care Services ("DHCS"), United States Department of Health and Human Services ("DHHS"), United States Department of Justice ("DOJ"), and California Attorney General - Division of Medi-Cal Fraud and Elder Abuse ("DMFEA"), and any other agency which has jurisdiction over PARTNERSHIP or Medi-Cal (Medicaid) or Provider or Provider Group.

1.32 Health Equity - The reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.

1.33 Hospital - Any acute, general care or psychiatric hospital licensed by the DHCS and contracted with PARTNERSHIP.

1.34 Identification Card - The card that is prepared by PARTNERSHIP which bears the name and symbol of PARTNERSHIP and contains: a) Member name and identification number, b) Member's PCP, and c) other identifying data. The card is not proof of Member eligibility with PARTNERSHIP or proof of Medi-Cal eligibility.

1.35 Medical Director - The Medical Director of PARTNERSHIP, or his/her designee, a physician licensed to practice medicine in the State of California employed by PARTNERSHIP to monitor the quality assurance and implement Quality Improvement Activities of PARTNERSHIP.

1.36 Medi-Cal Managed Care Program - The program that PARTNERSHIP operates under its Medi-Cal Contract with the DHCS.

1.37 Medi-Cal Provider Manual - The Medical Services Provider Manual issued by DHCS.

1.38 Medically Necessary or Medical Necessity - Reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis treatment of disease, illness, or injury, as required under W&I Code Section 14059.5(a) and Title 22, CCR Section 51303(a). Medically Necessary services must include services necessary to achieve age-appropriate growth and development and attain, maintain, or regain functional capacity. When determining the Medical Necessity for a Member who is under the age of twenty-one (21), a service is Medically Necessary if it meets the EPSDT standard of Medical Necessity set forth in 42 USC Section 1396d(r)(5), as required by W&I Code sections 14059.5(b) and 14132(v). Without limitation, Medically Necessary services for Members less than 21 years of age include all services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support, or maintain the Member's current health

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condition.

1.39 Medicare – The federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.

1.40 Member Handbook - The PARTNERSHIP Medi-Cal Combined Evidence of Coverage and Disclosure Form that sets forth the benefits to which a Medi-Cal Member is entitled under the Medi-Cal Managed Care Program, the limitations and exclusions to which the Medi-Cal Member is subject and terms of the relationship and agreement between PARTNERSHIP and the Medi-Cal Member.

1.41 Minor Consent Services - Covered Services of a sensitive nature that minor Members do not need parental consent to access, including, but not limited to, the following situations: a) sexual assault, including rape; b) drug or alcohol abuse for minors twelve (12) years or older; c) pregnancy; d) family planning; e) sexually transmitted diseases for minors twelve (12) years or older; f) diagnosis or treatment of infectious, contagious, or communicable diseases in minors twelve (12) years of age or older if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer; and g) outpatient mental health care for minors twelve (12) years of age or older who are mature enough to participate intelligently in their health care pursuant to Family Code section 6924 and where either (1) there is a danger of serious physical or mental harm to the minor or others or (2) the minors are the alleged victims of incest or child abuse.

1.42 Model of Care ("MOC") – The PARTNERSHIP framework for providing ECM, including its Policies and Procedures for partnering with ECM Providers and Community Supports Providers, as approved by DHCS.

1.43 Non-Physician Medical Practitioner - A physician assistant, nurse practitioner, or certified mid wife authorized to provide primary care under physician supervision.

1.44 Participating Provider - Any health professional or institution contracted with PARTNERSHIP that meets all applicable the Standards for Participation in the State Medi-Cal Program to render services to Medi-Cal Members.

1.45 Per Enrollee Per Month (PEPM) – A Fee-for-Service rate paid to Provider for Members who are in ECM Populations of Focus and authorized for ECM Services.

1.46 Population Needs Assessment - PARTNERSHIP's process for: a) identifying Member health needs and health disparities; b) evaluating health education, cultural & linguistic, delivery system transformation and quality improvement activities and other available resources to address identified health concerns; and 3) implementing targeted strategies for health education, cultural & linguistic, and quality improvement programs and services.

1.47 Program Data – Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.

1.48 Primary Care Provider ("PCP") - A Provider responsible for supervising, coordinating, and

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providing initial and primary care to Members, for initiating referrals, for maintaining the continuity of Member care, and for serving as the Medical Home for Members. The PCP is a general practitioner, internist, pediatrician, family practitioner, non-physician medical practitioner, or obstetrician-gynecologists (OB-GYN). For SPD Members, a PCP may also be a Specialist or clinic.

1.49 Program Data - Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.

1.50 Provider Data - Information concerning Provider or Provider Group, including, but not limited to, information about the contractual relationship between Provider or Provider Group, Subcontractors, and Downstream Subcontractors; information regarding the facilities where Services are rendered; and information about the area(s) of specialization of Physician and Physician Group, Subcontractors, and Downstream Subcontractors, as applicable.

1.51 Provider Manual - The Manual of Operational Policies and Procedures for PARTNERSHIP Medi-Cal Managed Care Program.

1.52 Quality Improvement and Health Equity Committee ("QIHEC") - committee facilitated by PARTNERSHIP's Medical Director, or the Medical Director's designee, in collaboration with the Health Equity officer, to meet at least quarterly to direct all QIHETP findings and required actions.

1.53 Quality Improvement and Health Equity Transformation Program ("QIHETP") - The systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the standards set forth in applicable laws, regulations, and the Medi-Cal Contract.

1.56 Senior and Person with Disability (SPD) Member - A Member who falls under a specific SPD aid code as defined by DHCS.

1.57 Sensitive Services - Covered Services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence, and includes Covered Services described in Sections 6924, 6925, 6926, 6927, 6928, 6929, and 6930 of the Family Code, and Sections 121020 and 124260 of the Health and Safety Code, obtained by a Member with the capacity to legally consent to the specific Covered Service.

1.58 Subcontractor – An individual or entity that has a subcontractor agreement with PARTNERSHIP that relates directly or indirectly to the performance of PARTNERSHIP's obligations under the Medi-Cal Contract.

1.59 Social Drivers of Health (SDOH) - The environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health functioning, and quality-of-life outcomes and risk.

1.60 Specialist Physician or Specialist - A physician who has completed advanced education

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and clinical training in a specific area of medicine or surgery. Specialists include, but are not limited to, those specialists listed in Welfare & Institutions Code Section 14197. A Specialist has entered into an agreement with PARTNERSHIP and who is licensed to provide medical care by the Medical Board of California, and is enrolled in the State Medi-Cal Program.

1.61 Template Data - Data reports submitted to DHCS by PARTNERSHIP, which includes, but is not limited to, data of Member populations, health care benefit categories, or program initiatives.

1.62 Treatment Authorization Request ("TAR") - The Treatment Authorization Request form approved by PARTNERSHIP for the provision of Non-Emergency Services. Those Non-Emergency Services that require a Treatment Authorization Request form approved by PARTNERSHIP are set forth in the Provider Manual. Certain FFS procedures and services that are subject to authorization by Medi-Cal field offices before reimbursement can be approved.

1.63 Urgent Care Services – Those Covered Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.

1.64 Utilization Management Program - The program(s) approved by PARTNERSHIP, which are designed to review and monitor the utilization of Covered Services, including the evaluation of the Medical Necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities. Such program(s) are set forth in PARTNERSHIP's Provider Manual.

1.65 ECM Quality Improvement Program (ECM QIP) – Systematic activities to monitor and evaluate the clinical and non-clinical services provided to Medi-Cal Members according to the standards set forth in statute, regulations, and PARTNERSHIP Agreement with DHCS. The ECM QIP consists of processes, which measure the effectiveness of care, identifies problems, and implements improvement on a continuing basis towards an identified, target outcome measurement.

1.66 Working Days - means Monday through Friday, except for state holidays as identified at the California Department of Human Resources State Holidays website.

SECTION 2
QUALIFICATIONS, OBLIGATIONS AND COVENANTS

2.1 Provider is responsible for:

2.1.1 Standards of Care – Provider shall provide ECM Services for PARTNERSHIP Members that are within Provider's professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner as are generally accepted practices and standards prevailing in the professional community.

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2.1.2 Medi-Cal Enrollment - If a State-level enrollment pathway exists, Provider shall be enrolled as a Medi-Cal provider, pursuant to relevant DHCS All Plan Letters (APLs), including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004 and any subsequent APLs. If APL 19-004 does not apply to Provider, Provider must comply with PARTNERSHIP's process for vetting Provider, which may extend to individuals employed by or delivering services on behalf of Provider, to ensure it can meet the capabilities and standards required to be an ECM Provider.

a. Provider will notify PARTNERSHIP immediately if Provider is referred for suspension or termination, or actually identified as suspended, excluded, or terminated from participation in the Medicare or Medi-Cal/Medicaid programs.

2.1.3 Participation Requirements

a. Provider shall be experienced in serving the ECM Population(s) of Focus Provider will serve.

b. Provider shall have experience and expertise with the ECM Services Provider will provide.

c. Provider shall comply with all state and federal laws and regulations, all ECM program requirements in the Medi-Cal Contract, APLs (including but not limited to the requirements regarding the use of a care management documentation system), Policy Letters (PLs), the State Plan, the ECM Policy Guide, and the Medi-Cal Provider Manual.

d. Provider shall have the capacity to provide culturally appropriate and timely in-person care management activities..

e. Provider shall be able to communicate in culturally and linguistically appropriate and accessible ways, in accordance with Exhibit A, Attachment III, Provision 5.2.11.C: Cultural and Linguistic Programs and Committees, of the Medi-Cal Contract.

f. Provider shall have formal agreements and processes in place to engage and cooperate with area hospitals, primary care practices, behavioral health providers, specialists, and other entities, such as Community Support Providers, to coordinate care as appropriate to each Member.

g. Provider shall use a care management documentation system or process that supports the documentation and integration of physical, behavioral, social service and administrative data and information from other entities to support the management and maintenance of a Care Management Plan that can be shared with other providers and organizations involved in each Member's care. Care management documentation systems may include Certified Electronic Health Record Technology, or other documentation tools that can: document Member goals and goal attainment status; develop

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and assign care team tasks; define and support Member care coordination and care management needs; gather information from other sources to identify Member needs and support care team coordination and communication and support notifications regarding Member health status and transitions in care (e.g., discharges from a hospital, long-term care facility, housing status).

h. Provider shall comply with all requirements, policies, and procedures described in PARTNERSHIP's ECM Model of Care and all applicable DHCS APLs, which are incorporated by reference herein.

i. Provider must ensure accurate and up-to-date Member-level records related to the provision of ECM Services are maintained for Members authorized for ECM who are assigned to Provider.

2.1.4 ECM Services - Provider shall provide those ECM Services, as set forth in Attachment C, which are within Provider's service specialty, to Members in accordance with the terms and conditions of this Agreement and in accordance with DHCS service definitions and requirements.

2.1.5 Identification of Members for ECM – Provider is responsible for identifying Members who would benefit from ECM Services and sending requests to PARTNERSHIP, to determine if the Member is eligible for ECM, consistent with PARTNERSHIP's process for such requests, including use of the email address and dedicated phone line that PARTNERSHIP has designated for this purpose. In so identifying, Provider must consider Members' health care utilization; needs across physical, behavioral, developmental, and oral health; health risks and needs due to Social Drivers of Health; and Long-Term Services and Support ("LTSS") needs.

2.1.6 Member Assignment

a. Provider shall immediately accept all Members assigned by PARTNERSHIP for ECM, with the exception that Provider shall be permitted to decline a Member assignment if Provider is at its pre-determined capacity, as agreed upon between the Parties. Provider shall immediately notify PARTNERSHIP if it does not have the capacity to accept a Member assignment.

b. Upon initiation of ECM, Provider shall ensure each Member assigned has an ECM Lead Care Manager who interacts directly with the Member and/or their family member(s), legal guardian(s), Authorized Representatives, caregivers, and other authorized support persons as appropriate, The assigned ECM Lead Care Manager is responsible for engaging with a multi-disciplinary care team to identify any gaps in the Member's care and, at a minimum, ensure effective coordination of all physical health care, behavioral, developmental, oral health, LTSS, Community Supports, and other services that address Social Drivers of Health needs, regardless of setting.

c. Provider shall advise the Member on the process for changing ECM

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Providers, which is permitted at any time.

i. Provider shall advise the Member on the process for switching ECM Providers, if requested.

ii. Provider shall notify PARTNERSHIP within five (5) Working Days if the Member wishes to change ECM Providers.

iii. PARTNERSHIP must implement any requested ECM Provider change within thirty (30) days.

d. Provider acknowledges that PARTNERSHIP shall have the right to immediately withdraw Members from assignment to Provider or any of its Subcontractors in the event the health or safety of Members is jeopardized by the actions of Provider or such Subcontractor or by reason of Provider's or such Subcontractor's failure to provide Services in accordance with PARTNERSHIP's Quality Improvement and Utilization Management Programs ("QI/UM") Program.

2.1.7 Provider Outreach and Member Engagement - Provider shall be responsible for conducting outreach to each assigned Member and engaging each assigned Member into ECM, in accordance with PARTNERSHIP's policies and procedures.

a. Provider shall prioritize outreach to those Members with the highest level of risk and need for ECM.

b. Provider shall conduct outreach primarily through in-person interaction where Members and/or their family member(s), guardian, caregiver, and/or authorized support person(s) live, seek care, or prefer to access services in their community. Provider shall focus on building relationships with Members. Provider may supplement in-person visits with secure teleconferencing and telehealth, where appropriate and with consent of the Member.

c. Provider shall use the following modalities, as appropriate and as authorized by the Member, if in-person modalities are unsuccessful or to reflect a Member's stated contact preferences:

i. Mail
ii. Email
iii. Texts
iv. Telephone calls
v. Telehealth

2.1.8 Accessibility and Hours of Service – Provider shall provide ECM Services to Medi-Cal Members on a readily available and accessible basis in accordance with Applicable Requirements including, but not limited to 42 CFR section 438.206, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2, the Medi-Cal Contract, and PARTNERSHIP's timely access policies and procedures as set forth in PARTNERSHIP's Provider Manual. ECM Services shall be provided

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during normal business hours at Provider's usual place of business.

2.1.9 Initiating Delivery of ECM - Provider shall obtain, document, and manage Member authorization for the sharing of Personally Identifiable Information between PARTNERSHIP and ECM Providers, Community Supports Providers, and other providers involved in the provision of Member care to the extent required by federal law.

a. Member authorization for ECM-related data sharing is not required for Provider to initiate delivery of ECM, unless such authorization is required by federal law.

b. When required by law, Provider must obtain Member's authorization to share information with PARTNERSHIP and all others involved in the Member's care to maximize the benefits of ECM, and Provider must provide PARTNERSHIP with Member-level records of any obtained authorizations for ECM-related data sharing as required by federal law and to facilitate ongoing data sharing with PARTNERSHIP.

2.1.10 Disclosure Statement – Provider agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, included in Attachment A, prior to commencing services under this Agreement. Provider shall provide, as applicable, the ownership disclosure statement(s), the business transactions disclosure statement(s), the convicted offenses disclosure statement(s), and the exclusion from state or federal health programs disclosure statement(s), prior to the Effective Date, on an annual basis, upon any change in information, and upon request, if required by law or by the Medi-Cal Contract. Legal requirements include, but are not limited to, Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106. Provider shall also provide, as applicable, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" and shall comply with its instructions, if required by law or by the Medi-Cal Contract. Such Debarment Certification and its instructions are set forth in the Provider Manual.

2.1.11 Quality and Oversight – Provider acknowledges PARTNERSHIP will conduct oversight of its delivery of ECM to ensure the quality of ECM rendered and ongoing compliance with program requirements, and all legal and contractual obligations both PARTNERSHIP and Provider have, including, but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

a. Provider shall respond to all PARTNERSHIP requests for information and documentation to permit ongoing monitoring of ECM.

b. Provider shall be responsible for the same reporting requirements as those PARTNERSHIP must report to DHCS, including Encounter Data (using national standard specifications and code sets to be defined by DHCS) and other supplemental reporting, as applicable.

c. Failure of Provider to follow PARTNERSHIP's Policies and Procedures, reporting requirements, sub contractual requirements, or ECM program

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requirements, may result, at PARTNERSHIP's option, in a corrective action plan or any sanctions incorporated in the PARTNERSHIP Provider Manual.

2.1.12 Credentialing – If applicable to Provider's provider type, Provider agrees to provide PARTNERSHIP with a completed credentialing form, will use best efforts to notify PARTNERSHIP in advance of any change in such information, and will successfully complete a facility site review, in accordance with DHCS APL 22-017, 22 CCR section 53856, and the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.14 (*Site Review*), if deemed necessary by PARTNERSHIP in accordance with the Medi-Cal Contract.

Actions Against Provider - Provider will adhere to the requirements as set forth in PARTNERSHIP's Provider Manual and notify PARTNERSHIP by certified mail within five (5) days of Provider learning of any action taken which results in restrictions on Provider staff privileges, membership, employment for a medical disciplinary cause or reason as defined in the California Business & Professions Code, Section 805, regardless of the duration of the restriction or exclusion from participating in the Medi-Cal Program in accordance with the Standards of Participation.

Financial and Accounting Records – Provider shall maintain, in accordance with standard and accepted accounting practices, financial and accounting records relating to Services provided or paid for hereunder as will be necessary and appropriate for the proper administration of this Agreement, the Services to be rendered, and payments to be made hereunder or in connection herewith.

Reports – Provider agrees to submit reports as required by PARTNERSHIP and/or relevant Governmental Agencies, including, but not limited to, DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.6, and Title 22, CCR Sections 53250(c)(5) and 53867).

2.1.13 Compliance with Member Handbook - Provider acknowledges that Provider is not authorized to make nor will Provider make any variances, alterations, or exceptions to the terms and conditions of the Member Handbook.

2.1.14 Promotional Materials - Provider consents to be identified as a Participating Provider in written materials published by PARTNERSHIP, including, without limitation, marketing materials prepared and distributed by PARTNERSHIP and, display promotional materials provided by PARTNERSHIP within his/her office.

2.1.15 Compliance with PARTNERSHIP Policies and Procedures - Provider agrees to comply with all policies and procedures set forth in the PARTNERSHIP Provider Manual. The Provider Manual is available through PARTNERSHIP website at www.Partnershiphp.org. PARTNERSHIP may modify the Provider Manual from time to time. In the event the provisions of the Provider Manual are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

2.1.16 Cultural and Linguistic Services – Provider shall provide Services to Members in a culturally, ethnically and linguistically appropriate manner. Provider shall comply

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with PARTNERSHIP's language assistance program standards developed under California Health and Safety Code Section 1367.01 and Title 28 CCR Section 1300.67.04 and shall cooperate with PARTNERSHIP by providing any information necessary to assess compliance. PARTNERSHIP shall retain ongoing administrative and financial responsibility for implementing and operating the language assistance program. Provider has 24 (twenty-four) hours, 7 (seven) days a week access to telephonic interpretive services outlined in policies and procedures as set forth in PARTNERSHIP Provider Manual. Provider shall ensure that its cultural and Health Equity linguistic services programs align with PARTNERSHIP's Population Needs Assessment. Provider agrees to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.11, Subsection C (*Diversity, Equity and Inclusion Training*).

2.1.17 Provider Locations and Services – This Agreement will apply to Services provided by the Provider for any location set forth in this Agreement. Upon execution of this Agreement, if the Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to PARTNERSHIP of new site(s), verification of new site's Medi-Cal enrollment, and successful completion of PARTNERSHIP's Credentialing requirements, if applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

a. In the event the Provider begins providing Services under another Tax Identification Number(s) and/or billing NPI that is not currently contracted with PARTNERSHIP, upon written agreement of the Parties, that new Tax Identification Number(s) and /or billing NPI will become subject to the Agreement.

b. In the event the Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Participating Provider that is currently contracted with PARTNERSHIP, this Agreement, and the current agreement between PARTNERSHIP and the other Participating Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.

c. Any assignment of this Agreement is subject to Section 10.

2.2 PARTNERSHIP is responsible for:

2.2.1 Member Assignment – PARTNERSHIP shall communicate new Member assignments to Provider as soon as possible, but in any event no later than ten (10) Working Days after ECM authorization.

a. PARTNERSHIP shall follow Member's preferences for a specific ECM

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Provider, if known, to the extent practicable.

b. If the Member's assigned PCP is a contracted ECM Provider, PARTNERSHIP shall assign the Member to the PCP as the ECM Provider unless the Member has expressed a different preference or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.

c. If a Member's receives services from a Mental Health Plan for SED,SUD, and/or SMI, and the Member's behavioral health provider is a contracted

ECM Provider, PARTNERSHIP shall assign the Member to that behavioral health provider as the ECM Provider unless the Member indicates otherwise or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.

d. For Members enrolled in CCS and when the Member's CCS Case Manager is affiliated with a contracted ECM Provider, PARTNERSHIP shall assign that Member to the CCS Case Manager as the ECM Provider, unless the Member or family has indicated otherwise or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.

e. PARTNERSHIP shall notify the Member's PCP if different from the ECM Provider, of the assignment to the ECM Provider within ten (10) business days of the date of the assignment.

f. PARTNERSHIP shall document the Member's ECM Lead Care Manager in its system of record.

g. PARTNERSHIP shall permit Members to change ECM Providers at any time and implement any requested ECM Provider change within thirty (30) days.

2.2.2 Payment for Authorized Service Only - PARTNERSHIP will reimburse Provider for Services that are Medically Necessary, and if required, properly authorized by PARTNERSHIP Medical Director (or his/her designee).

2.2.3 ECM Program

a. PARTNERSHIP shall inform Members about ECM and how to access it.

b. PARTNERSHIP shall manage and respond promptly to requests for ECM directly from Members and on behalf of Members from ECM Providers, other providers and community entities, and the Member's guardian or Authorized Representative ("AR"), where applicable.

c. PARTNERSHIP shall be responsible for Authorizing ECM for Members, whether they are identified by PARTNERSHIP or if the Member or a family member, AR, guardian, caregiver, authorized support person or external entity requests that the Member receives ECM. ECM Authorization or a decision not to Authorize occurs as soon as possible and in accordance with applicable law

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and the Provider Manual.

d. PARTNERSHIP shall be responsible for assigning all Members authorized to receive ECM to an appropriate ECM Provider.

e. PARTNERSHIP shall develop and disseminate Member-facing written materials about ECM for use by Provider. This material shall:

i. Explain ECM and how a Member may request it.

ii. Explain that ECM participation is voluntary and can be discontinued at anytime.

iii. Explain that the Member must authorize ECM-related data sharing.

iv. Describe the process by which the Member may choose a different ECM Lead Care Manager or ECM Provider; and

v. Meet the standards for culturally and linguistically appropriate communication outlined in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) and in Exhibit A, Attachment III, Subsection 5.1.3 (*Member Information*) of the Medi-Cal Contract.

f. PARTNERSHIP shall ensure accurate and up-to-date Member-level records are maintained for the Members authorized for ECM.

g. PARTNERSHIP shall notify Provider when ECM has been discontinued.

h. PARTNERSHIP shall notify the Member of the discontinuation of the ECM benefit and ensure the Member is informed of their right to appeal and the appeals process by way of the Notice of Action process as described in Exhibit A, Attachment III, Subsection 5.1.5 (*Notices of Action for Denial, Deferral, or Modification of Prior Authorization Requests*) and Exhibit A, Attachment III, Section 4.6 (*Member Grievance and Appeal* System) of the Medi-Cal Contract and APL 17-006.

2.2.4 Data Sharing – PARTNERSHIP shall follow DHCS guidance on data sharing and provide to Provider the following data at the time of assignment and periodically thereafter:

a. Member assignment files, defined as a list of Members authorized for ECM and assigned to Provider;
b. Encounter Data and claims data (using national standard specifications and code sets to be defined by DHCS);
c. Physical, behavioral, administrative, and SDOH data (e.g., Homeless Management Information System (HMIS data)) for all Members assigned to Provider; and
d. Reports of performance on quality measures and metrics, as requested.

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2.2.5 Data System Requirements and Data Sharing to Support ECM - PARTNERSHIP shall have an IT infrastructure and data analytic capabilities to support ECM, including the capabilities to:

a. Consume and use claims and Encounter Data, as well as other data types used to identify Populations of Focus and those listed in listed in Exhibit A, Attachment III, Section 4.4.6 (*Member Identification for ECM*);

b. Assign Members to ECM Providers;

c. Keep records of all Members receiving ECM authorizations necessary for sharing personally identifiable information between PARTNERSHIP and ECM Provider and other Providers, among ECM Providers and family member(s) and/or support person(s), whether obtained by ECM Provider or by PARTNERSHIP;

d. Securely share data with ECM Providers and other providers in support of ECM;

e. Receive, process, and send Encounter Data (using national standard specifications and code sets to be defined by DHCS) from ECM Providers to DHCS;

f. Receive and process supplemental reports from ECM Providers;

g. Send ECM supplemental reports to DHCS; and

h. Open, track, and manage referrals to Community Supports Providers.

2.2.6 Encounter Data, Provider Data, Program Data, Template Data Reporting - Provider agrees to provide, complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, and Template Data, and any other reports or data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its data reporting requirements to DHCS. Provider agrees to comply with the requirements set forth in Exhibit A, Attachment III, Section 2.1.2 (*Encounter Data Reporting*), Section 2.1.4 (*Network Provider Data Reporting*), Section 2.1.5 (*Program Data Reporting*), and Section 2.1.6 (*Template Data Reporting*) of the Medi-Cal Contract.

2.2.7 Defined Standards – PARTNERSHIP shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.

2.3 Member Eligibility - Provider will verify Medi-Cal Member eligibility with PARTNERSHIP prior to admission for inpatient services at assigned HOSPITAL and prior to rendering Services. Prior Authorization from PARTNERSHIP is not a guarantee of Medi-Cal Member eligibility with PARTNERSHIP or eligibility in the State Medi-Cal Program.

2.3.1 The notification will be provided via telephone, facsimile, mail or electronic media,

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listing all pertinent data regarding the eligibility of Medi-Cal Members who have chosen or have been assigned to Provider. Such data will be updated on or about the twenty-fifth (25th) of the each month.

2.3.2 PARTNERSHIP will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

Adequate Network or Staff – Provider must maintain adequate networks and staff to ensure that it has sufficient capacity to provide and coordinate care for ECM Services in accordance with 22 CCR section 53853, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2 and all requirements in the Medi-Cal Contract.

2.4 Member Emergency Preparedness Plan - For purposes of this Section, "Emergency" means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by public health crises, natural and man-made hazards, or disasters.

2.4.1 Provider shall annually submit evidence of adherence to CMS Emergency Preparedness Final Rule 81 FR 63859 to PARTNERSHIP.

2.4.2 Provider shall advise PARTNERSHIP as part of the Emergency Plan; and

2.4.3 Provider shall notify PARTNERSHIP within 24 hours of an Emergency if Provider closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency.

SECTION 3
SCOPE OF SERVICES TO BE PROVIDED

3.1 Management of Care - The Parties acknowledge and agree that this Agreement specifies the ECM Services to be ordered, referred, or rendered by Provider. *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.1 and Title 22, CCR, Sections 53250(c)(1) and 53867)*.

3.2 ECM Requirements

3.2.1 Provider must take a whole-person approach to offering ECM, ensuring that ECM addresses the clinical and non-clinical needs of high-cost and high-need Members in distinct Populations of Focus, through systematic coordination of services and comprehensive care management. Provider shall ensure the ECM approach is community-based, interdisciplinary, high-touch and person-centered.

a. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters into related to ordering, referring, or rendering ECM Services under this Agreement, and will ensure that all such contracts are in writing. If Provider subcontracts with other entities to administer ECM functions, Provider shall ensure agreements with such subcontractors for the provision of ECM bind the subcontractors to the terms and conditions that are enumerated in this Agreement, and that its subcontractors comply with all

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requirements in this Agreement and the Medi-Cal Contract, including the ECM Provisions. Such subcontracts are subject to the approval of PARTNERSHIP and Regulatory Agencies, if required by Applicable Requirements.

3.2.2 Provider shall:

a. Ensure each Member receiving ECM has a Lead Care Manager with responsibility for interacting directly with the Member and the Member's family, legal guardians, authorized representatives, caregivers, and other authorized support persons, as appropriate;

b. The assigned ECM Lead Care Manager is responsible for engaging with a multi-disciplinary care team to identify any gaps in the Member's care and, at a minimum, ensure effective coordination of all physical health care, behavioral, developmental, oral health, LTSS, Community Supports, and other services to address Social Drivers of Health, regardless of setting;

c. Coordinate across all sources of care management in the event that a Member is receiving care management from multiple sources;

d. Alert PARTNERSHIP to ensure non-duplication of Services in the event that a Member is receiving care management or duplication of Services from multiple sources;

e. Follow PARTNERSHIP instruction and participate in efforts to ensure ECM and other care management services are not duplicative; and

f. Ensure accurate and up-to-date Member-level records related to the provision of ECM services are maintained for Members authorized for ECM.

Ensure that each Member automatically Authorized for ECM as a prior enrollee in a Whole Person Care ("WPC") pilot and identified by the WPC Lead Entity as belonging to an ECM Population of Focus, is assessed within six (6) months of Authorization for ECM, or other timeframes provided by DHCS in guidance for specific transitioning subpopulations, to determine the most appropriate level of services for the Member, to confirm whether ECM or a lower level of care coordination best meets the Member's needs.

3.2.3 Provider shall collaborate with area hospitals, PCPs (when not serving as the ECM Provider), behavioral health providers, specialists, dental providers, providers of services for LTSS, and other associated entities, such as Community Supports Providers, as appropriate, to coordinate Member care.

3.2.4 Provider shall participate in all mandatory, ECM Provider-focused ECM training and technical assistance provided by PARTNERSHIP, including in-person sessions, webinars, and/or calls, as necessary, in addition to participating in and completing all necessary trainings regarding the Medi-Cal Program conducted by PARTNERSHIP in accordance with the Medi-Cal Contract, Network Provider training per requirements described in Exhibit A, Attachment III, 7, Section 3.2.5

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(Network Provider Training), Members' rights as required under Exhibit A, Attachment III, Section 3.2 (Provider Relations), and Advanced Directives in accordance with 42 CFR sections 422.128 and 438.3(j) set forth in and Exhibit A, Attachment III, Section 5.1.1, Subsection C.3) (Members' Right to Advance Directives) of the Medi-Cal Contract, and any other requirements set forth therein.

3.3 ECM Core Service Components - Provider shall provide all core service components of ECM to each assigned Member, in compliance with PARTNERSHIP's policies and procedures, as follows:

3.3.1 Outreach and Engagement of PLAN Members into ECM.

3.3.2 Comprehensive Assessment and Care Management Plan, which shall include, but is not limited to:

a. Engaging with each Member Authorized to receive ECM primarily through in-person contact;

i. When in-person communication is unavailable or does not meet the needs of the Member, Provider shall use alternative methods (including innovative use of telehealth) to provide culturally appropriate and accessible communication in accordance with Member choice.

b. Identify necessary clinical and non-clinical resources that may be needed to appropriately assess Member health status and gaps in care, and may be needed to inform the development of an individualized Care Management Plan;

c. Developing a comprehensive, individualized, person-centered Care Management Plan with input from the Member and their family members, legal guardians, AR, caregiver, and other authorized support persons as appropriate to assess strengths, risks, needs, goals and preferences and make recommendations for service needs;

d. Incorporating into the Member's Care Management Plan identified needs and strategies to address those needs, including, but not limited to, physical and developmental health, mental health, dementia, SUD, LTSS, oral health, palliative care, necessary community-based and social services, and housing;

e. Ensuring the Care Management Plan is reassessed at a frequency appropriate for the Member's individual progress or changes in needs and as identified in the Care Management Plan; and

f. Ensuring the Care Management Plan is reviewed, maintained, and updated under appropriate clinical oversight.

3.3.3 Enhanced Coordination of Care, which shall include, but is not limited to:

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a. Organizing patient care activities, as laid out in the Care Management Plan, sharing information with those involved as a part of the Member's multi-disciplinary care team, and implementing activities identified in the Member's Care Management Plan;

b. Maintaining regular contact with all Providers that are identified as being a part of the Member's multi-disciplinary care team, whose input is necessary for successful implementation of Member goals and needs;

c. Ensuring care is continuous and integrated among all service providers and refers to and follows up with primary care, physical and developmental health, mental health, SUD treatment, LTSS, oral health, palliative care, necessary community-based and social services, including housing, as needed;

d. Providing support to engage Member in their treatment including coordination for medication review and/or reconciliation, scheduling appointments, providing appointment reminders, coordinating transportation, accompaniment to critical appointments, and identifying and helping to address other barriers to Member engagement in treatment;

e. Communicating the Member's needs and preferences timely to the Member's multi-disciplinary care team in a manner that ensures safe, appropriate, and effective person-centered care; and

f. Ensuring regular contact with the Member and their family member(s), AR, guardian, caregiver, and/or authorized support person(s), when appropriate, consistent with the Care Management Plan.

3.3.4 Health Promotion, which shall adhere to federal care coordination and continuity of care requirements (42 CFR 438.208(b)) and shall include, but is not limited to:

a. Working with Members to identify and build on successes and potential family and/or support networks;

b. Providing services to encourage and support Members to make lifestyle choices based on healthy behavior, with the goal of supporting Members' ability to successfully monitor and manage their health; and

c. Supporting the Member in strengthening skills that enable them to identify and access resources to assist them in managing their conditions and preventing other chronic conditions.

3.3.5 Comprehensive Transitional Care, which shall include, but is not limited to:

a. Developing strategies to reduce avoidable Member admissions and readmissions across all Members receiving ECM;

b. For Members who are experiencing or are likely to experience a care transition:

i. Developing and regularly updating a transition plan for the

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Member;

ii. Evaluating the Member's medical care needs and coordinating any support services to facilitate safe and appropriate transitions to, from and among treatment facilities, including admissions and discharges;

iii. Tracking each Member's admission and discharge to or from an emergency department, hospital inpatient facility, skilled nursing facility, residential or treatment facility, incarceration facility, or other treatment center, and communicating with the appropriate care team members;

iv. Coordinating medication review and reconciliation; and

v. Providing adherence support and referral to appropriate services.

3.3.6 Member and Family Supports, which shall include, but are not limited to:

a. Documenting Member's designated family members, AR, guardian, caregiver, and/or authorized support persons and ensuring all appropriate authorizations are in place to ensure effective communication between Provider, ECM Providers, the Member and/or their family members, guardian, caregiver, and/or authorized support persons, and PARTNERSHIP, as applicable;

b. Ensuring all required authorizations are in place to ensure effective communication between ECM Providers, PARTNERSHIP, and the Member and their family members, AR, legal guardians, caregivers, and authorized support persons, as applicable;

c. Activities to ensure the Member and their family members, AR, guardian, caregiver, and authorized support persons are knowledgeable about the Member's conditions, with the overall goal of improving the Member's care planning and follow-up, adherence to treatment, and medication management, in accordance with all Applicable Requirements, including, but not limited to, federal, state, and local privacy and confidentiality laws;

d. Ensuring the Member's Lead Care Manager serves as the primary point of contact for the Member and their family members, AR, legal guardians, caregivers, and/or authorized support persons;

e. Identifying supports needed for the Member and their family members, AR, legal guardians, caregivers, and authorized support persons to manage the Member's condition and assist them in accessing needed support services;

f. Providing for appropriate education of the Member and their family members, AR, legal guardians, caregivers, and authorized support persons, as applicable, about care instructions for the Member; and

g. Ensuring that the Member and their family members, AR, legal guardians,

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caregivers, and authorized support persons, as applicable, have a copy of the Member's Care Management Plan and information about how to request updates.

3.3.7 Coordination of and Referral to Community and Social Support Services, which shall include, but is not limited to:

a. Determining appropriate services to meet the needs of the Member, including services that address SDOH needs, such as housing, and services which maybe offered by PARTNERSHIP as Community Supports; and

b. Coordinating and referring the Member to available community resources and following up with the Member to ensure services were rendered (i.e., "closed loop referrals").

3.4 Discontinuation of ECM

3.4.1 Provider shall notify PARTNERSHIP to discontinue ECM for a Member when any of the following circumstances are met:

a. The Member has met all Care Plan goals for ECM;

b. The Member is ready to transition to a lower level of care;

c. The Member no longer wishes to receive ECM or is unresponsive or unwilling to engage; and/or

d. Provider has not been able to connect with the Member after multiple attempts.

3.5 Consultation with Medical Director - Provider may at any time seek consultation with Medical Director on any matter concerning the treatment of the Member.

3.6 Facilities, Equipment and Personnel – Provider shall provide and maintain sufficient facilities, equipment, personnel, and administrative services to perform the duties and responsibilities as set forth in this Agreement and consistent with the Medi-Cal Contact, including, but not limited to, the ECM Provisions, and any other related DHCS guidance.

3.7 Provider Notice - Provider agrees to provide at least sixty (60) days notice to PARTNERSHIP prior to the opening of any new location and ninety (90) days prior to significantly changing capacity or Services furnished by Provider or the closing of any location.

3.8 Interpreter Services and Auxiliary Aids – Provider shall comply with language assistance standards developed pursuant to H&S Code section 1367.04 and provide interpreter services and Auxiliary Aids such as Telephone Typewriters (TTY)/Telecommunication Devices for the Deaf (TDD) and American Sign Language, as necessary for Members at all facilities. As a means to fulfill this requirement, Provider will access PARTNERSHIP's Interpretive Services, as appropriate *(Medi-Cal Contract Exhibit A, Attachment III, Provision 3.1.6.A.17)*.

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3.9 Nothing expressed or implied herein shall require the Provider to provide to or order on behalf of the Member, Services which, in the professional opinion of the Provider, are not Medically Necessary for the treatment of the Member's disease or disability.

3.10 Non-Discrimination

3.10.1 Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age , physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP. Members may exercise their patient rights without adversely affecting how they are treated by Provider. Provider shall not condition treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, denying any Member any Covered Service or availability of a facility; providing to a Member any Covered Service which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Covered Services, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Services; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

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3.10.2 For the purpose of this Section 3.10, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X- linked hemophilia.

3.10.3 General Compliance – During the performance of this Agreement, Provider, its employees and agents, shall not unlawfully discriminate, deny benefits to, harass, or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age , physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, identification with any other persons or groups defined in Penal Code 422.56, or the use of family and medical care leave and pregnancy disability leave pursuant to state and federal law. Provider, its employees and agents, shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Provider, its employees and agents, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f), and following) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 and following), and the requirements of Exhibit E, Provision 1.28, Subsections A–F (*Equal Opportunity Employer*) of the Medi-Cal Contract, which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining.

3.10.4 Provider shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts, if any, to perform work under the Agreement.

3.11 Quality Improvement and Utilization Management Programs

3.11.1 Provider will cooperate and participate in PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, including and not limited to improving the quality of care and services and member experience, peer review and other activities required by PARTNERSHIP, the Governmental Agencies and any other regulatory and accrediting agencies and will comply with the policies and procedures associated with these Programs. Provider will cooperate with collection and evaluation of data for quality performance and agrees that PARTNERSHIP may use performance data for quality improvement activities. To facilitate PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, PARTNERSHIP may conduct facility reviews, chart and access audits and focused reviews upon reasonable written notice to Provider. Provider shall comply with all final determinations rendered by PARTNERSHIP's QIHEC. Provider shall meet all quality management improvement requirements in this Agreement, the Medi-Cal Contract, Exhibit A, Attachment III, Section 2.2 (*Quality*

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Improvement and Health Equity Transformation Program (*QIHETP*)), and any additional quality requirements set forth in associated guidance from DHCS for ECM.

3.11.2 In the event of underperformance by Provider in relation to its administration of ECM, DHCS may impose sanctions as described in the Medi-Cal Contract, Exhibit E, Section 1.19, (*Sanctions*).

a. If PARTNERSHIP delegates Quality Improvement Activities, Provider and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Contract.

SECTION 4
REIMBURSEMENT, ACCOUNTS, REPORTING AND RECOVERIES FOR SERVICES

4.1 Payments - The Parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from PARTNERSHIP *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.3 and Title 22, CCR, Sections 53250(e)(2) and 53867)*.

4.2 Claim Submission – Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider data, Encounter Eata and reports according to all regulatory requirements for all Services rendered to Medi-Cal Members as described in PARTNERSHIP's Provider Manual.

4.2.1 Provider shall submit claims for the provision of Services to PARTNERSHIP using the national standard specifications and code sets to be defined by DHCS.

4.2.2 In the event Provider is unable to submit claims to PARTNERSHIP for Services using the national standard specifications and DHCS-defined code sets, Provider shall submit an invoice to PARTNERSHIP with an excel spreadsheet with the minimum set of data elements (to be defined by DHCS) necessary for PARTNERSHIP to convert the invoice to an encounter for submission to DHCS.

4.3 Timing of Payment – Provider is eligible to receive payment when ECM is initiated for any given Member. If Provider is an individual or group practice or practices in shared health facilities, PARTNERSHIP shall pay 90 percent of all clean claims within thirty (30) days of date of receipt and 99 percent of all clean claims within ninety (90) days. The date of receipt shall be the date PARTNERSHIP receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.

4.4 Timing of Claims or Invoices - All claims or invoices for reimbursement of Services must be submitted to PARTNERSHIP as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day form the date of service will be denied. PARTNERSHIP will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

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4.5 Entire Payment - Provider will accept from PARTNERSHIP compensation as payment in full and discharge of PARTNERSHIP's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in this Agreement and in accordance with PARTNERSHIP's Provider Manual policies and procedures. Provider will look only to PARTNERSHIP for such compensation. PARTNERSHIP has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to PARTNERSHIP are reduced by DHCS. Payment will be made in one or more or a combination of the following methodologies.

4.5.1 Fee-For-Service Payment (FFS) - PARTNERSHIP will reimburse Provider for ECM Services provided on a Per Enrollee Per Month basis as set forth in Attachment C of the Agreement for all properly documented ECM Services provided to Members, which have been properly authorized in accordance with PARTNERSHIP's Provider Manual. A summary enrollment report will accompany each payment identifying Members who are eligible for ECM Services for that month.

4.6 Medi-Cal Member Hold-Harmless – Provider agrees to hold harmless both the State and Members in the event PARTNERSHIP, or, if applicable, a Subcontractor or Downstream Subcontractor, cannot or will not pay for Services ordered, referred, or rendered by Provider pursuant to this Agreement *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.13and Title 22, CCR, Sections 53250(e)(6) and 53867)*.

4.6.1 Provider agrees not to balance bill any Member *(DHCS Contract, Exhibit A, Attachment III, Provision 3.1.6.A.14)*.

4.7 Member Billing - Provider will not submit claims to or demand or otherwise collect reimbursement from a Member, or from other persons on behalf of the Member, for any Service included under this Agreement and permitted by the Medi-Cal Contract. Provider may bill the Member for non-covered services if Member agrees in advance and in writing with signature affirming agreement that such services are not covered by PARTNERSHIP.

4.8 Coordination of Benefits - Medi-Cal is the payor of last resort recognizing Other Health Coverage as primary carrier. Provider must bill the primary carrier before billing PARTNERSHIP for reimbursement of ECM Services and will at no time seek compensation from Members. Provider has the right to collect all sums as a result of Coordination of Benefits efforts for Services provided to Members with Other Health Coverage.

4.8.1 The determination of liability will be in accordance with the usual procedures employed by the appropriate Governmental Agencies and applicable law, the Medi-Cal Provider Manual, and PARTNERSHIP's Provider Manual.

4.8.2 The authority and responsibility for Coordination of Benefits will be carried out in accordance Title 22, CCR, Section 51005, and the Medi-Cal Contract.

4.8.3 Provider will report to PARTNERSHIP the discovery of third party insurance coverage for a Medi-Cal Member within ten (10) days of discovery.

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4.9 Third Party Liability - In the event that Provider provides Services to Medi-Cal Members for injuries or other conditions resulting from the acts of third parties, the State of California will have the right to recover from any settlement, award or recovery from any responsible third party the value of all Services which have been rendered by Provider pursuant to the terms of this Agreement.

4.9.1 Provider cooperate with the DHCS and PARTNERSHIP in their efforts to obtain information and collect sums due to the State of California as result of third party liability tort, including Workers' Compensation claims for Services.

4.10 Subcontracts

4.10.1 All subcontracts between Provider and Provider's subcontractors will be in writing and will be entered into in accordance with the requirements of the Medi-Cal Contract, Health and Safety Code Section 1340 et seq.; Title 10, CCR, Section 1300 et seq.; W & I Code Section 14200 et seq.; Title 22, CCR, Section 53000 et seq.; and applicable federal and State laws and regulations.

4.10.2 All subcontracts and their amendments will become effective only upon written approval by PARTNERSHIP and applicable Governmental Agencies and will fully disclose the method and amount of compensation or other consideration to be received by the subcontractor from Provider. Provider will notify Governmental Agencies and PARTNERSHIP when any subcontract is amended or terminates. Provider will make available to PARTNERSHIP and Governmental Agencies, upon request, copies of all agreements between Provider and subcontractor(s) for the purpose of providing Services.

4.10.3 All agreements between Provider and any subcontractor will require subcontractor to comply with the following:

a. Records and Records Inspection – The subcontractor will maintain and make available to Governmental Agencies, upon request, copies of all subcontracts, and will: (i) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, examination, or copying by Governmental Agencies, including, but not limited to, DHCS, CMS, the DHHS Inspector General, the Comptroller General, DOJ, DMFEA, and DMHC, or their designees; (ii) Retain all records and documents for a minimum of ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.8), A.9), B.13), B.14).*) (

b. Surcharges – The subcontractor will not collect a Surcharge for Services for a Medi-Cal Member or other person acting on their behalf. If a Surcharge erroneously occurs, Subcontractor will refund the amount of such Surcharge to the Medi-Cal Member within fifteen (15) days of the occurrence and will notify PARTNERSHIP of the action taken. Upon notice of any Surcharge,

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PARTNERSHIP will take appropriate action consistent with the terms of this Agreement to eliminate such Surcharge, including, without limitation, repaying the Medi-Cal Member and deducting the amount of the Surcharge and the expense incurred by PARTNERSHIP in correcting the payment from the next payment due to Provider.

c. Notification – The subcontractor will notify relevant Governmental Agencies and PARTNERSHIP in the event the agreement with subcontractor is amended or terminated. Notice will be given in the manner specified in Section 10.4 Notices.

d. Assignment – The subcontractor will agree that assignment or delegation of the subcontract will be void unless prior written approval is obtained from relevant Governmental Agencies and PARTNERSHIP.

e. Transfer – The subcontractor will agree to assist PARTNERSHIP, or, if applicable, a Subcontractor or Downstream Subcontractor, in the transfer of Member's care in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract, or the termination of this Agreement, or the termination of the subcontract for any reason. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11) and B.16*).

4.10.4 Additional Requirements – The subcontractor will agree to be bound by the provisions of Section 8.8, Survival of Obligations After Termination, and Section 6.5, Provider Indemnification.

4.11 Overpayments or Recoupment - Parties agree that there shall be a limit on recoupment of all overpayments by PARTNERSHIP and underpayments or denials to Provider of twelve (12) months from the date payment or denial was made to Provider. Further, Parties agree that no time limit will apply to any overpayment caused by fraud, waste, or misrepresentation on the part of Provider. Pursuant to 42 CFR § 438.608(d), PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to Provider by PARTNERSHIP to which Provider is not entitled under Title XIX of the Social Security Act.

a. Provider will report all overpayments to PARTNERSHIP within sixty (60) days of becoming aware of an overpayment from PARTNERSHIP. Provider will repay all overpayments within forty five (60) calendar days of reporting such overpayment to PARTNERSHIP or within 45 days of a written or electronic notice from PARTNERSHIP of an overpayment, and notify PARTNERSHIP in writing of the reason for overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of Overpayment Recoveries*) of the Medi-Cal Contract and 42 CFR 438.608(d)(2). Pursuant to 42 CFR Section 438.608(d), PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to Provider by PARTNERSHIP to which the Provider is not entitled under Title XIX of the Social Security Act.

b. If PARTNERSHIP identifies the overpayment, Provider will reimburse

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PARTNERSHIP within thirty (30) Working Days of receipt of a timely written or electronic notice from PARTNERSHIP of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment.

c. Notwithstanding any other provision of this Agreement, if DHCS recoups funds from PARTNERSHIP for services provided by Provider within 36 months from the date of payment to Provider, the parties agree to meet and confer regarding recoupment of payments made to Provider.

d. Provider acknowledges and agrees that, in the event that PARTNERSHIP determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Agreement, PARTNERSHIP shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by PARTNERSHIP within sixty (60) days from PARTNERSHIP's mailing notice, PARTNERSHIP reserves the right to recoupment or offset from current or future amounts due from PARTNERSHIP to Provider.

e. This right to recoupment or offset shall extend to any amounts due from Provider to PARTNERSHIP including, but not limited to, amounts due because of:

(i) Payments made under this Agreement that subsequently determined to have been paid at a rate that exceeds the payment required under this Agreement.

(ii) Payments made for Services provided to a Member that is subsequently determined to have not been eligible on the date of Service.

(iii) Unpaid Conlan reimbursement owed by Provider to Member. Refers to *Conlan v. Shewry, 2006.*

4.12 ECM Quality Improvement Program – At PARTNERSHIP'S sole discretion, PARTNERSHIP may implement an Enhanced Care Management Quality Improvement Program ("ECM QIP") for eligible contracted ECM Providers.

4.12.1 At PARTNERSHIP's discretion, Provider will be eligible to participate in the ECM QIP, which is designed to adhere to the requirements of the DHCS CalAIM program. The Provider must be contracted with PARTNERSHIP within the calendar year to be eligible for participation. PARTNERSHIP will make available on its website, the ECM QIP program specifications which will further describe the requirements and measurements of the program each calendar year.

4.12.2 PARTNERSHIP will determine the funding amount for the ECM QIP during the normal annual PARTNERSHIP budgeting process each calendar year. PARTNERSHIP reserves the sole right to make modifications or changes to the program; including funding allocations and or to discontinue the program upon notice.

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4.13 Audits. If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of Fraud, Waste, and Abuse, or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of Fraud, Waste, and Abuse, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal Program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to Fraud, Waste, and Abuse and/or a determination that Provider has not performed satisfactorily.

SECTION 5
MEDICAL RECORDS

5.1 Medical Record – Provider shall ensure that a medical record will be established and maintained for each Member who has received ECM Services. Each Member's medical record will be established upon the first visit to Provider. The record will contain information normally included in accordance with generally accepted practices and standards prevailing in the professional community.

5.1.1 Provider will facilitate the sharing of information with other ECM Providers in cases of referrals, subject to all applicable laws and professional standards regarding the confidentiality of medical records.

5.1.2 Provider will ensure records are available to authorized PARTNERSHIP personnel in order for PARTNERSHIP to conduct its Quality Improvement and Utilization Management Programs to the extent permitted by law.

5.1.3 Provider will ensure that medical records are legible.

5.1.4 Provider will maintain such records for at least ten (10) years from the close of the State's fiscal year in which this Agreement was in effect.

5.2 Records and Inspection Rights

5.2.1 Access to Records – Provider agrees to make all of its premises, facilities, equipment, books, records, Encounter Data, contracts, computer, and other electronic systems pertaining to the ECM Services ordered, referred, or rendered furnished under the terms of this Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor as set forth in Exhibit E, Provision 1.22, (*Inspection and Audit of Records and Facilities*) of the Medi-Cal Contract, as follows:

a. In accordance with inspections and audits, as directed by DHCS, CMS, U.S. DHHS Inspector General, the Comptroller General, Department of Justice (DOJ), DMHC, or their designees; and

b. At all reasonable times at Provider's place of business or at such other mutually agreeable location in California;

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c. For a term of at least ten (10) years from final date of the Agreement period or from the date of completion of any audit, whichever is later;

d. If Governmental Agencies, including, but not limited to, DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, Governmental Agencies may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud *(42 CFR 438.3(h))*.

e. PARTNERSHIP will pay for the cost of copying Records, $0.10 per page, not to exceed $20.00 per record. The ownership of Records will be controlled by applicable law and furnished under the terms of this Agreement. Upon request from PARTNERSHIP, Provider agrees to produce records within thirty (30) days of receipt of request.

f. Provider shall permit PARTNERSHIP, Government Agencies and any other regulatory and accrediting agencies, with or without notice, during normal business hours, to interview employees, to inspect, audit, monitor, evaluate and review Provider's work performed or being performed hereunder, Provider's locations(s) (including security areas), information systems, software and documentation and to inspect, evaluate, audit and copy Records and any other books, accounts and materials relevant to the provisions of services under this Agreement.

5.2.2 Maintenance of Records – Provider will maintain all of its books and records in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later.

a. Records will include all encounter data, working papers, reports submitted to PARTNERSHIP, financial records, all medical records, medical charts and prescription files, and other documentation pertaining to medical and non-medical services rendered to Members for a term period of at least ten (10) years.

b. Provider will retain all Records for a period of at least ten (10) years from the close of DHCS' fiscal year in which this Agreement was in effect.

c. Provider's obligations set forth in this Section 5.2.2 will survive the termination of this Agreement, whether by rescission or otherwise.

d. Provider will not charge the Member for the copying and forwarding of their medical records to another provider.

5.3 Records Related to Recovery for Litigation. Upon request by PARTNERSHIP, Provider

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shall timely gather, preserve and provide to PARTNERSHIP, DHCS, CMS, DMFEA, and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with Exhibit E, Section 1.27 (*Litigation Support*) of the Medi-Cal Contract in the form and manner specified by PARTNERSHIP, any information specified by PARTNERSHIP, subject to any lawful privileges, in Provider's possession, relating to threatened or pending litigation by or against PARTNERSHIP or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against PARTNERSHIP or DHCS. PARTNERSHIP acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify PARTNERSHIP of any subpoenas, document production requests, or requests for records, received by Provider related to this Agreement.

5.4 Patient Confidentiality

a. Notwithstanding any other provision of the Agreement, names of persons receiving public social services are confidential information and are to be protected from unauthorized disclosure in accordance with Title 42, CFR, Section 431.300 et. seq. and Section 14100.2, Welfare and Institutions Code and regulations adopted thereunder

b. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of the Agreement and pertaining to Members will be protected by Provider and his/her staff from unauthorized disclosure.

c. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information.

d. With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider, Provider: (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement, (2) will promptly transmit to PARTNERSHIP all requests for disclosure of such information, (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than PARTNERSHIP or any Governmental Agency which is statutorily authorized to have oversight responsibilities, without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, (4) will, at the expiration or termination of the Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures sent by PARTNERSHIP as issued by Governmental Agencies for this purpose.

e. Confidential Information - Provider and any subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, private information, and any other confidential information to any unauthorized persons or entities.

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f. Minor Consent Services - With respect to Minor Consent Services, Provider is prohibited from disclosing any information relating to such services without the express consent of the minor Member.

g. Sensitive Services - Notwithstanding any other provision of the Agreement, Provider will comply with all confidentiality requirements relating to the receipt of Sensitive Services, including, but not limited, those set forth in the CMIA.

SECTION 6
INSURANCE AND INDEMNIFICATION

6.1 Insurance - Throughout the term of this Agreement and any extension thereto, Provider will maintain appropriate insurance programs or policies as follows:

6.1.1 Each individual participating Provider covered by this Agreement will secure and maintain, at its sole expense, liability insurance of at least One Million Dollars ($1,000,000) per person per occurrence, and Three Million Dollars ($3,000,000) in aggregate, including "tail coverage" in the same amount whenever claims made malpractice coverage is involved. Notification of PARTNERSHIP by Provider of cancellation or material modification of the insurance coverage or the risk protection program will be made to PARTNERSHIP at least thirty (30) days prior to any cancellation. Documents evidencing professional liability insurance or other risk protection required under this Subsection will be provided to PARTNERSHIP upon execution of this Agreement.

6.2 General Liability Insurance - In addition to Subsection 6.1 above, Provider will also maintain, at its sole expense, a policy or program of comprehensive liability insurance (or other risk protection) with minimum coverage including and no less than Three Hundred Thousand Dollars ($300,000) per person for Provider's property, together with a combined Single Limit Body Injury and Property Damage Insurance of not less than Three Hundred Thousand Dollars ($300,000). Documents evidencing such coverage will be provided to PARTNERSHIP upon request. Provider will arrange with the insurance carrier to have automatic notification of insurance coverage termination or modification given to PARTNERSHIP.

6.3 Workers' Compensation - Provider's employees will be covered by Workers' Compensation Insurance in an amount and form meeting all requirements of applicable provisions of the California Labor Code.

6.4 PARTNERSHIP Insurance - PARTNERSHIP, at its sole cost and expense, will procure and maintain a professional liability policy to insure PARTNERSHIP and its agents and employees, acting within the scope of their duties, in connection with the performance of PARTNERSHIP's responsibilities under this Agreement.

6.5 Provider Indemnification - Provider will indemnify, defend, and hold harmless Medi-Cal Members, the State of California, PARTNERSHIP, and their respective officers, agents, and employees from the following.

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a. Provider Claims - Any and all claims and losses accruing or resulting to Provider or any of its Subcontractors or any person, firm, corporation or other entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.

b. Third Party Claims - Any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by Provider, its agents, employees and Subcontractors, in the performance of this Agreement.

c. Sanctions – Any and all sanctions imposed upon PARTNERSHIP by a State or Federal Agency as a result of Provider's non-compliance with the terms and conditions of this Agreement.

6.6 PARTNERSHIP Indemnification - PARTNERSHIP will indemnify, defend, and hold harmless Provider, and its agents, and employees from any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by PARTNERSHIP, its officers, agents or employees, in the performance of this Agreement.

SECTION 7
GRIEVANCES AND APPEALS

7.1 Appeals and Grievances

7.1.1 The Parties acknowledge and agree that the PARTNERSHIP's Provider Manual contains Provider's right to submit an appeal or a grievance. Provider and PARTNERSHIP agree to and will be bound by the decisions of PARTNERSHIP appeal and grievance mechanisms. Provider is entitled to all protections afforded them under the Health Care Providers' Bill of Rights, including, but not limited to, Provider's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to H&S Section 1367(h)(1). *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.20).*

7.1.2 Provider may file a formal provider grievance as outlined in the PARTNERSHIP appeal processes outlined in PARTNERSHIP's Provider Grievance Policy, located in PARTNERSHIP's Provider Manual.

a. A formal provider grievance may be filed in writing through United States postal service or in-person at any of PARTNERSHIP's offices within forty-five (45) Working Days of the occurrence of the determination or action that is subject of the grievance. PARTNERSHIP has fifteen (15) Working Days from the date the grievance is received to resolve the grievance. If the resolution is not satisfactory to Provider, Provider may request a Provider Grievance Review Committee (PGRC) meeting. PARTNERSHIP and Provider will be advised of decision within ten (10) Working Days after the meeting is held.

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7.1.3 Provider will cooperate with PARTNERSHIP in identifying, processing and resolving all Medi-Cal Member complaints and grievances in accordance with the PARTNERSHIP grievance procedure set forth in PARTNERSHIP's Provider Manual.

7.2 Responsibility.

7.2.1 It is the responsibility of PARTNERSHIP's Executive Director for maintenance, review, formulation of policy changes, and procedural improvements of the grievance system. The Executive Director will be assisted in this process by the staff Directors of Health Services and Provider Relations.

7.3 Dispute Resolution and Arbitration – All outstanding disputes, including disputes unable to be resolved through the Grievance Review Committee, shall be resolved through binding arbitration in accordance with the dispute resolution process outlined below *(Cal Health & Safety Code § 1367(h)(1))*. Notwithstanding the dispute resolution process, all disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

7.3.1 Provider may only initiate arbitration proceedings involving UM decisions or claim denials based on lack of Medical Necessity, after the formal grievance process outlined in 7.1.1. and 7.1.2 has been completed, including review of the dispute by the Provider Grievance Committee.

7.3.2 Meet and Confer – The Parties agree to meet and confer within thirty (30) days of a written request by either party in an effort to resolve any dispute between them. At each meet and confer meeting, each Party shall be represented by persons at the Director level or higher who are authorized to enter into agreements resolving the dispute. Meet and confer discussions and all documents prepared for those discussions such as agendas, spreadsheets, chronologies and the like shall not be subject to discovery, offered as evidence or admitted in evidence in any proceeding. The Parties intend their meet and confer be protected to at least the same degree as they would be if they were conducted through a mediator. If the parties cannot settle the disputes between them, after completing the Meet and Confer process, the dispute shall be submitted, upon the motion of either party, to arbitration under the appropriate rules of the American Arbitration Association (AAA). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that all arbitration proceeding will take place in Sacramento County, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his/her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including, but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s)

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shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

7.3.3 Administration and Arbitration Fees - In all cases submitted to AAA, the parties agree to share equally the AAA administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees will be advanced by the initiating party subject to final apportionment by the arbitrator in the award.

7.3.4 Enforcement of Award - The parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing may be recovered by the party, which initiates such action to have an award enforced.

7.3.5 Impartial Dispute Settlement - Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, joint request for such services may be made to the AAA, or the parties may initiate such other procedures as they may mutually agree upon at such time.

7.3.6 Initiation of Procedure - Nothing contained herein is intended to create, nor will it be construed to create, any right of any Medi-Cal Member to independently initiate the arbitration procedure established in this Section. Further, nothing contained herein is intended to require arbitration of disputes regarding professional negligence between the Member and Provider.

7.3.7 Administrative Disputes - Notwithstanding anything to the contrary in this Agreement, any and all administrative disputes which are directly or indirectly related to an allegation of PCP malpractice may be excluded from the requirements of this Section.

7.4 Peer Review and Fair Hearing Process - A Provider determined to constitute a threat to the health, safety or welfare of Medi-Cal Members will be referred to PARTNERSHIP's Peer Review Committee. The Provider will be notified in writing of the Peer Review Committee's recommendation and advised of their rights to the Fair Hearing process. The Peer Review Committee can recommend to suspend, restrict, or terminate the provider affiliation, or to institute a monitoring procedure, or to implement continuing educational requirements.

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SECTION 8
TERM, TERMINATION, AND AMENDMENT

The Parties acknowledge and agree the term of the Agreement, including the beginning, and end dates as well as methods of extension, renegotiation, phaseout, and termination are included in this Agreement *(Medi-Cal Contract Exhibit A, Attachment III, Provision 3.1.6.A.2 and Title 22, CCR, Sections 53250(c)(4) and 53867)*.

8.1 Initial Term and Renewal - This Agreement will be effective as of the date indicated and will automatically renew at the end of one (1) year and annually thereafter unless terminated sooner as set forth below. Further, this Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt *(Medi-Cal Contract, Exhibit E, Provision 1.10.C and Title 22, CCR, 53250(c)(3) and 53867)*.

8.2 Termination Without Cause - Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement without cause.

8.3 Immediate Termination for Cause by PARTNERSHIP - An immediate termination for cause made by PARTNERSHIP pursuant to this Section 8.3 will not be subject to the cure provisions specified in Section 8.4 Termination for Cause with Cure Period. PARTNERSHIP may terminate this Agreement immediately by written notice to Provider upon the occurrence of any of the following events:

8.3.1 Any act for which Provider's license, certification, Controlled Substance Permit, medical staff membership or clinical privileges at a Hospital is revoked, suspended or restricted in a manner that might materially affect Provider's ability to provide Services; or

8.3.2 A violation of any law or regulation that materially impairs Provider's ability to perform this Agreement

8.3.3 Provider has breached a contractual agreement with DHCS to provide care to Medi-Cal beneficiaries that explicitly specifies inclusion on the Suspended and Ineligible Provider List as a consequence of the breach; or

8.3.4 Provider's death or disability. As used in this Subsection, the term "disability" means any condition which renders Provider unable to carry out his/her responsibilities under this Agreement for more than forty-five (45) Working Days (whether or not consecutive) within any twelve (12) month period; or

8.3.5 If PARTNERSHIP determines, pursuant to procedures and standards adopted in its UM/QI Programs, that Provider provided or arranged for the provision of Services to Medi-Cal Members which are not Medically Necessary or failed to provide or provided Services in a manner which violates the provisions of this Agreement or the requirements of PARTNERSHIP's Provider Manual; or

8.3.6 If PARTNERSHIP determines that the continuation hereof constitutes a threat to

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the health, safety or welfare of any Medi-Cal Member; or

8.3.7 Provider is unable to meet financial obligations as described in this Agreement; or Provider closes his/her office and no longer provides Services; or

8.3.8 If Provider breaches Section 9.9, Marketing Activity and Patient Solicitation; or

8.3.9 Provider is convicted of a felony; or

8.3.10 Failure to maintain Provider's insurance as required by this Agreement; or

8.3.11 In the event Provider is suspended or excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act, including but not limited to, Medicare, Medi-Cal, or the Medicaid program in any state; or

8.3.12 Provider is convicted of a misdemeanor involving fraud, waste, and/or abuse of: a) of the Medi-Cal, Medicare, or any other government or commercial program, b) relating to a Member, or c) relating to the qualifications, functions, or duties of a Provider; or

8.3.13 If DHCS discontinues ECM or the ECM Provisions are no longer in effect; or

8.3.14 If PARTNERSHIP or DHCS determines that Provider has committed Fraud, Waste, or Abuse; or

8.3.15 If PARTNERSHIP or Governmental Agency determines that Provider has not performed satisfactorily.

8.4 Termination for Cause With Cure Period - In the event of a material breach by either party other than those material breaches set forth in Section 8.3, Immediate Termination for Cause by PARTNERSHIP of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party setting forth the reasons for such termination; provided, however, that if the breaching party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

8.5 Continuation of Services Following Termination - Should this Agreement be terminated, Provider will, at PARTNERSHIP's option, continue to provide Services to Medi-Cal Members who are under the care of Provider for certain conditions set forth below at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless PARTNERSHIP has made appropriate provisions for the assumption of such Services by another physician and/or provider. Provider agrees to accept payment at the contract rate in place at the time of termination which shall apply for up to six months following termination of the Agreement, and agrees to adhere to PARTNERSHIP policies and procedures.

8.5.1 Continuation of Services Conditions:

a. An acute condition. An acute condition is a medical condition that involves

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a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

b. A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure, worsens over an extended period, or requires ongoing treatment to maintain remission or prevent deterioration.

c. A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Post-partum period begins immediately after childbirth and extends for approximately six (6) weeks

d. A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less.

e. The care of a newborn child between birth and age 36 months.

f. Performance of a surgery or other procedure that is authorized by the plan as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

8.6 Provider agrees to assist PARTNERSHIP in the transfer of care for Medi-Cal Members, pursuant to applicable provisions of the Medi-Cal Contract Exhibit E, Section 1.17, (*Phaseout Requirements*), Subparagraph B, in the event of termination of this Agreement for any reason or in the event of the Medi-Cal Contract termination. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11 and B.16)* Payment by PARTNERSHIP for the continuation of Services by Provider after the effective date of termination will be subject to the terms and conditions set forth in this Agreement including, without limitation, the compensation provisions herein. The costs to the Provider of photocopying such records will be reimbursed by the PARTNERSHIP at a cost of $0.10 cents per page not to exceed $20.00 per record.

8.7 Medi-Cal Member Notification Upon Termination - Notwithstanding Section 8.3, Immediate Termination for Cause by PARTNERSHIP, upon the receipt of notice of termination by either PARTNERSHIP or Provider, and in order to ensure the continuity and appropriateness of medical care to Medi-Cal Members Provider will notify Members that have had at least two visits in the previous six (6) months, thirty (30) days prior to the effective date of termination. PARTNERSHIP at its option, may immediately inform Medi-Cal Members of such termination notice. Such Medi-Cal Members will be required to select another ECM Provider prior to the effective date of termination of this Agreement.

8.8 Survival of Obligations After Termination -Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal

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Member: 1) Section 8.5, Continuation of Services Following Termination; 2) Section 4.10.3a Records and Records Inspection; 4.11 Overpayments or Recoupments; and, 3) Section 6.5, Provider Indemnification and 4) 4.7 Member Billing. Such obligations and the provisions of this Section will supersede any oral or written agreement to the contrary now existing or hereafter entered into between Provider and any Medi- CalMember or any persons acting on their behalf. Provider will assist PARTNERSHIP in the orderly transfer of Medi-Cal Members to the Participating Provider they choose or to whom they are referred. Furthermore, Provider shall assist PARTNERSHIP in the transfer of care as set forth in the Provider Manual, in accordance with the Phase-out Requirements set forth in the Medi-Cal Contract.

8.9 Access to Medical Records upon Termination - Upon termination of this Agreement and request by PARTNERSHIP, Provider will allow the copying and transfer of medical records of each Medi-Cal Member to the ECM Provider assuming the Medi-Cal Member's care at termination. Such copying of records will be at PARTNERSHIP's expense if termination was not for cause. PARTNERSHIP will continue to have access to records in accordance with the terms hereof.

8.10 Termination or Expiration of PARTNERSHIP's Medi-Cal Contract - In the event the Medi-Cal Contract terminates or expires, prior to such termination or expiration, Provider will allow DHCS and PARTNERSHIP to copy medical records of all Medi-Cal Members, at DHCS' expense, in order to facilitate the transition of such Medi-Cal Members to another health care system. Prior to the termination or expiration of the Medi-Cal Contract, upon request by DHCS, Provider assist DHCS in the orderly transfer of Medi-Cal Member's medical care by making available to DHCS copies of medical records, patient files, and any other pertinent information, including information maintained by any of Provider's subcontractors, necessary for efficient case management of Medi-Cal Members, as determined by DHCS. Costs of reproduction of all such medical records will be borne by DHCS. In no circumstances will a Medi-Cal Member be billed for this service. Termination will require sixty (60) days advance written notice of intent to terminate, transmitted by Provider to PARTNERSHIP by Certified U S Mail, Return Receipt Requested, addressed to the office of PARTNERSHIP, as provided in Section 9.3.2 of this Agreement.

8.11 Amendment – This Agreement may be amended at any time upon written agreement of both parties subject to review and approval by necessary Government Agencies, including as set forth in Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2)Medi-Cal Contract.

8.11.1 PARTNERSHIP shall provide at least ninety (90) business days' notice of its intent to change a material term of this Agreement or a manual, policy, or procedure referenced in this Agreement, unless a change in state or federal law or regulations or any accreditation requirements of a private sector accreditation organization requires a shorter time frame for compliance, and Provider shall have the right to negotiate and agree to the change.

8.11.2 If Provider does not give written notice of termination within thirty (30) days, as authorized by Section 8, Provider agrees that any such amendment by PARTNERSHIP will be a part of the Agreement. If Provider does not agree to the amendment, Provider may term this Agreement in accordance with Section 8.2.

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8.11.3 In the event a change in law, regulation, or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for PARTNERSHIP to terminate this Agreement pursuant to the termination provisions hereof.

SECTION 9
GENERAL PROVISIONS

9.1 Assignment - Provider agrees that assignment or delegation of this Agreement will be void unless prior written approval is obtained from DHCS. *(Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6 Subsections B.5) and B.6), and Title 22, CCR, Sections 53250(e)(5) and 53867)*.

9.2 Severability - If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated as a result of such decision.

9.3 Notices - Any notice required or permitted to be given pursuant to this Agreement will be in writing addressed to each party at its respective last known address. Either party will have the right to change the place to which notice is to be sent by giving forty-eight (48) hours written notice to the other of any change of address.

9.3.1 Provider will notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached *(Title 22, CCR, Sections 53250(e)(4) and 53867)*. A copy of the written notice will also be mailed as first- class registered mail to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS. 4407, P.O. Box 997413
Sacramento, CA 95899-74133
Attention: Contracting Officer

9.3.2 Provider will notify PARTNERSHIP at the address listed herein. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached to:

Partnership HealthPlan of California
Provider Relations Department
4665 Business Center Drive
Fairfield, CA 94534

9.3.3 PARTNERSHIP will notify Provider at the address listed herein. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached to the address indicated on

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the signature page of this Agreement.

9.4 Entire Agreement - This Agreement, together with the Attachments, PARTNERSHIP's Provider Manual contains the entire agreement between PARTNERSHIP and Provider relating to the rights granted and the obligations assumed by this Agreement. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

9.5 Headings - The headings of articles and paragraphs contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

9.6 Governing Law - This Agreement will be governed by and construed in accordance with all Applicable Requirements and all applicable laws and applicable regulations governing the Medi-Cal Contract, including but not limited to, the Knox-Keene Act, H&S Code Section 1340 *et seq.* (unless excluded under the Medi-Cal Contract); 28 CCR Section 1300.43 *et seq.*.; W&I Code Sections 14000 and 142000 *et seq.*; and 22 CCR Sections 53800 *et seq.*, 22 CCR Sections 53900 *et seq.* (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.4 and Title 22, CCR, Sections 53250(c) and 53867*). The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of PARTNERSHIP. PARTNERSHIP and Provider agree to comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub- regulatory guidance, APLs and provisions of the Medi-Cal Contract. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.4*) Further, this Agreement is subject to the requirements of Titles XVIII and XIX of the Social Services Act and the regulations promulgated thereunder.

9.7 Affirmative Statement, Treatment Alternatives - Provider may freely communicate with Members regarding appropriate treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

9.8 Reporting Fraud, Waste and Abuse - Provider is responsible for reporting all cases of suspected Fraud, Waste and Abuse, as defined in 42 CFR, Section 455.2, where there is reason to believe that an incident of Fraud and/or Abuse has occurred by Medi-Cal Members, by PARTNERSHIP contracted physicians, or Provider within ten (10) days to PARTNERSHIP for investigation. Provider shall allow PARTNERSHIP to share such information with DHCS in accordance with the provisions of the PARTNERSHIP Provider Manual and Exhibit A, Attachment III, Provision 1.3.2, Subsection D (Contractor's Reporting Obligations) and Provision 1.3.2, Subsection D.6) (Confidentiality) of the Medi-Cal Contract.

9.9 Marketing Activity and Patient Solicitation - Provider will not engage in any activities involving the direct marketing of Eligible Beneficiaries without the prior approval of PARTNERSHIP and DHCS.

9.9.1 Provider will not engage in direct solicitation of Eligible Beneficiaries for enrollment,

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including, but not limited to, door-to-door marketing activities, mailers and telephone contacts.

9.9.2 During the period of this Agreement and for a one year period after termination of this Agreement, Provider and Provider's employees, agents or subcontractors will not solicit or attempt to persuade any Medi-Cal Member not to participate in the Medi-Cal Managed Care Program or any other benefit program for which Provider render contracted Services to PARTNERSHIP Members.

9.9.3 In the event of breach of this Section 9.9, in addition to any other legal rights to which it may be entitled, PARTNERSHIP may at its sole discretion, immediately terminate this Agreement. This termination will not be subject to Section 8.4, Termination for Cause with Cure Period.

9.10 Nondisclosure and Confidentiality - Provider will not disclose the payment provisions of this Agreement except as may be required by law.

9.11 Proprietary Information - With respect to any identifiable information concerning a Case Managed Member that is obtained by Provider or its subcontractors, Provider and its subcontractors will not use any such information for any purpose other than carrying out the express terms of this Agreement; will promptly transmit to PARTNERSHIP all requests for disclosure of such information, except requests for medical records in accordance with applicable law; will not disclose any such information to any party other than Governmental Agencies without PARTNERSHIP's prior written authorization, except as specifically permitted by law, this Agreement, or PARTNERSHIP's Medi-Cal Contract with DHCS, specifying that the information is releasable by law as set forth in the Medi-Cal Contract; and, will, at expiration or termination of this Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures provided by PARTNERSHIP for this purpose.

9.12 Non-Exclusive Agreement - To the extent compatible with the provision of Services to Medi-Cal Members for which Provider accepts responsibility hereunder, Provider reserves the right to provide professional services to persons who are not Members including Eligible Beneficiaries. Nothing contained herein will prevent Provider from participating in any other prepaid health care program.

9.13 Counterparts - This Agreement may be executed in two (2) or more counterparts, each one (1) of which will be deemed an original, but all of which will constitute one (1) and the same instrument.

9.14 HIPAA & Protected Health Information - Health Insurance Portability Accountability Act. Section 1171(5)(e). PARTNERSHIP is required to comply with HIPAA standards. Provider is required to comply with HIPAA requirements and standards, the California Medical Information Act ("CMIA"), regarding the receipt, use and disclosure of Protected Health Information and Medical Information, and other obligations imposed by Regulatory Agencies, state laws applicable to the confidentiality of patients and medical information and to be in compliance with HIPAA standards as required by federal regulation.

a. The Agreement between Provider and PARTNERSHIP includes the use of

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protected health information (PHI). PHI may be used for purposes of payment, treatment, and operations.

b. Provider must protect PHI internally and within any organization with which Provider contracts for clinical or administrative services.

c. Upon request, Provider must provide individuals with access to their PHI.

d. If Provider identifies any inappropriate use of PHI or discovers a suspected security incident, breach, intrusion or unauthorized access, use or disclosure of Medi-Cal Member's PHI, Provider must notify PARTNERSHIP's Privacy Officer immediately.

e. If this Agreement ends or is terminated, Provider agrees to continue to protect the PHI.

9.15 Compliance with Laws - Provider shall comply with all laws and regulations applicable to its operations and to the provision of Services hereunder. PARTNERSHIP shall inform Provider of prospective requirements added by State or federal law or DHCS related to the Medi-Cal Contract that impact obligations undertaken through this Agreement before the requirement would be effective, and Provider agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS.

9.16 Compliance with Agreement – If PARTNERSHIP determines that Provider is in breach for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to Provider and in accordance with Section 8 of the Agreement may seek to impose an administrative and/or financial penalties against Provider and/or may seek to terminate the Agreement.

9.17 Corrective Action - PARTNERSHIP's written notice will outline the specific reasons, in PARTNERSHIP's determination, Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within thirty (30) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider and up to and including termination of the Agreement immediately upon notice to Provider. Notice an administrative and/or financial sanction and/or penalty will include the following information:

a. Effective date

b. Detailed findings of non-compliance

c. Reference to the applicable statutory, regulatory, contractual, PARTNERSHIP policy and procedures, or other requirements that are the basis of the findings

d. Detailed information describing the sanction(s)

e. Timeframes by which the organization or individual shall be required to

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achieve compliance, as applicable

f. Indication that PARTNERSHIP may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and

g. Notice of a contracted Provider's right to file a complaint (grievance) in accordance with PARTNERSHIP policy and procedure.

9.18 Sanctions – If, due to Provider's non-compliance with this Agreement, administrative or monetary sanctions are imposed on PARTNERSHIP by a state or federal agency, PARTNERSHIP reserves the right to pass through any financial sanctions to Provider, as solely determined by PARTNERSHIP.

9.19 No Waiver – No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.

SECTION 10
RELATIONSHIP OF PARTIES

10.1 Overview - None of the provisions of this Agreement are intended, nor will they be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth herein, to create a relationship of agency, representation, joint venture or employment between the parties. Unless mutually agreed, nothing contained herein will prevent Provider from independently participating as a provider of services in any other health maintenance organization or system of prepaid health care delivery. In such event, Provider will provide written assurance to PARTNERSHIP that any contract providing commitments to any other prepaid program will not prevent Provider from fulfilling its obligations to Medi-Cal Members under this Agreement, including the timely provision of Services required hereunder and the maximum capacity allowed under the Medi-Cal Contract.

10.2 Oversight Functions - Nothing contained in this Agreement will limit the right of PARTNERSHIP to perform its oversight and monitoring responsibilities as required by applicable state and federal law, as amended. Provider will comply with all monitoring provisions in the Medi-Cal Contract and any monitoring requests by DHCS *(DHCS Contract, Exhibit A, Attachment III, Provision 3.1.6.B.11, 42 CFR 438.3(h) and Title 22, CCR,Sections 53250(e)(1) and 53867)*.

10.3 Provider-Patient Relationship - This Agreement is not intended to interfere with the

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professional relationship between any Medi-Cal Member and his or her Provider. Provider will be responsible for maintaining the professional relationship with Medi-Cal Members and are solely responsible to such Medi-Cal Members for all Services provided. PARTNERSHIP will not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Medi-Cal Member resulting from the acts or omissions of Provider. Provider is allowed to freely communicate with Members regarding their health status, medical care and treatment options, alternative treatment, and medication treatment regardless of benefit coverage limitations. Members must be informed of risks, benefits and consequences of the treatment options, including the option of no treatment and make decisions about ongoing and future medical treatments. Provider must provide information regarding treatment options, including the option of no treatment in a culturally competent manner and consistent with the cultural competency, sensitivity, and diversity training as provided by the PARTNERSHIP. Health care professionals must ensure that patients with disabilities have effective communication throughout the health system in making decisions regarding treatment options.

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ATTACHMENT A
INFORMATION REGARDING OFFICERS, OWNERS, AND STOCKHOLDERS

List the names of the officers, owners, stockholders owning more than 5% of the stock issued by the physician, and major creditors holding more than 5% of the debt of the organization identified on the execution page of this Agreement. (This is a requirement of Title 22, CCR, Section 53250).

ATTACHMENT B
ECM SITE LOCATION(S)

List the site name(s), location(s) that apply to this Agreement. Add page if additional site information is applicable.

Tax Identification number: 94-6000543

Billing NPI: 1740085067

1. **Site or ECM PROVIDER Name**: Tehama County Community Action Agency

Address: 310 S. Main Street, Red Bluff, CA 96021

County: Tehama

Phone number: 530-527-6159

Fax number: 530-527-4365

PHC # (internal use only): TBD

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ATTACHMENT C

ENHANCED CARE MANAGEMENT FEE SCHEDULE

TEHAMA COUNTY COMMUNITY ACTION

AGENCY EFFECTIVE DATE: December 1, 2025

ECM SERVICES

ECM services will be reimbursed on a per enrollee per month (PEPM) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
ECM	$ 400.00	PEPM
Successful Enrollment*	$ 150.00	One Time

*Successful Enrollment bundled payment includes payment for unsuccessful member outreach attempts made by provider for members who did not enroll in the ECM program.

Medi-Cal Rates. All percentage of Medi-Cal rates in this Attachment C apply to all applicable Medi-Cal procedure types except the Targeted Rate Increase procedures or subsequent provider payment increases funded by the managed care organization tax as directed by Proposition 35. The Targeted Rate Increase procedures are currently indicated by Medi-Cal procedure type X in the Medi-Cal Fee Schedule. PARTNERSHIP shall reimburse PROVIDER/HOSPITAL for Medi-Cal procedure type X and any future procedures indicated as Targeted Rate Increase procedures and or subsequent provider payment increases in accordance with DHCS final policy guidance.

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org

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ATTACHMENT X
TO THE HEALTH CARE SERVICES AGREEMENT

NETWORK PROVIDER
MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Agreement with Partnership HealthPlan (the "Medi-Cal Agreement"), State and Federal Laws and Regulations, and applicable DHCS's APLs. This Attachment X is included in this Agreement to reflect compliance with laws and DHCS's requirements for PROVIDER as a contracted Network Provider. Any citations in this Attachment are to the applicable sections of the Medi-Cal Contract or applicable law. This Attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Attachment and any other provision of the Agreement, this Attachment will control with respect to Medi-Cal. Any capitalized term utilized in this Attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Attachment. If a capitalized term used in this Attachment is not defined in the Agreement or this Attachment, it will have the same meaning ascribed to it in the Medi-Cal Agreement.

1. PROVIDER must maintain grievance logs that include all required information set forth in 28 CCR section 1300.68(f), with additional information required by DHCS per 42 CFR section 438.416 and 22 CCR section 53858(e). PROVIDER must submit those grievance logs to PARTNERSHIP so PARTNERSHIP can meet its reporting obligations to DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 4.6.9, Subsection A.).

2. The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred, or rendered under this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.1).)

3. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Agreement, including, but not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 et seq. (unless expressly excluded under the Medi-Cal Agreement); 42 CFR section 438.230; 28 CCR Section 1300.43 et seq.; W&I Code Sections 14000 and 14200 et seq.; 22 CCR Sections 53800 et seq.; and 22 CCR Sections 53900 et seq. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.4).)

4. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2).)

5. PROVIDER will maintain and make available to DHCS, upon request, copies of all contracts it enteres into relating to ordering, referring, or rendering Covered Services under this Agreement, and will ensure that all such contracts are in writing. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsections A.7).)

6. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.2).)

7. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by PROVIDER from PARTNERSHIP. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.3).)

8. PROVIDER shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, pertaining to the obligations and functions undertaken pursuant to the Agreement, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory

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guidance, All Plan Letters, and provisions of the Medi-Cal Contract. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.5).)

9. PROVIDER shall timely gather, preserve and provide to DHCS, CMS, DMFEA, and any authorized State or federal regulatory agencies, any records in PROVIDER's possession, in accordance with the Medi-Cal Contract, Exhibit E, Section 1.1.27 (*Litigation Support*). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.10).)

10. PROVIDER must assist PARTNERSHIP as applicable in the transfer of the Member's care as needed, and in accordance with Exhibit E, Section 1.1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of Medi-Cal Contract termination for any reason. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.11).)

11. The parties agree this Agreement may be terminated, or subject to other remedies, if DHCS or PARTNERSHIP determine that PROVIDER has not performed satisfactorily. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.12).)

12. PROVIDER will hold harmless both the State and Members in the event PARTNERSHIP or, if applicable, a Subcontractor or Downstream Subcontractor, cannot or will not pay for Covered Services ordered, referred, or rendered by PROVIDER pursuant to this Agreement. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.13).)

13. PROVIDER shall not bill a Member for Medi-Cal Covered Services. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.14).)

14. The parties confirm PROVIDER's right to all protections afforded to PROVIDER under the Health Care Providers' Bill of Rights, as set forth in Health and Safety Code Section 1375.7, including, but not limited to, PROVIDER's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to Health and Safety Code Section 1367(h)(1). (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.20).)

15. PROVIDER agrees to receive training from PARTNERSHIP and receive notice from PARTNERSHIP of any changes to PARTNERSHIP's Grievance and Appeals policies and procedures. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 4.6)

16. PROVIDER, and PROVIDER's employees, officers and directors, shall comply with the conflict of interest requirements set forth in Exhibit H of the Medi-Cal Contract. (Medi-Cal Agreement, Exhibit H, Provision 1.0.)

17. PROVIDER agrees to all remedies specified by the Agreement and the Medi-Cal Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or PARTNERSHIP determine PROVIDER has not performed satisfactorily. PROVIDER acknowledges that PARTNERSHIP must, upon discovery of PROVIDER's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the Medi-Cal Contract to DHCS within three (3) Working Days of the discovery or imposition. (DHCS APL 23-006.)

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18. This Agreement and all information received from PROVIDER in accordance with the requirements under the Medi-Cal Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of PROVIDER, stockholders owning more than 5 percent of the stock issued by PROVIDER and major creditors holding more than 5 percent of the debt of PROVIDER will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.11; Welfare & Institutions Code 14452.)

19. PROVIDER shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-parties. PROVIDER is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, PROVIDER may not retain the duplicate payment. Once the duplicate payment is identified, PROVIDER must reimburse PARTNERSHIP. If PROVIDER fails to refund the duplicate payment, PARTNERSHIP may offset payments made to PROVIDER to recoup the funds. Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.1.26, Subsection C of the Medi-Cal Agreement. (APL 21-007; Welfare & Institutions Code 14124.70 – 14124.791.

20. PROVIDER shall not pay any provider for Provider-Preventable Condition ("PPC") in accordance with 42 CFR section 438.3(g). PROVIDER agrees to report to PARTNERSHIP all PPCs in the form and frequency as required by DHCS APL 17-009. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.3.17; 42 CFR 438.3(g).)

21. PROVIDER will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.3(a)). (Medi-Cal Agreement, Exhibit G.)

22. PROVIDER will submit network data, Encounter Data, Provider Data, including Provider Network 274 data, and any other reports and data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its reporting requirements to DHCS, as directed by PARTNERSHIP for PARTNERSHIP to meet its administrative functions and requirements set forth in the Medi-Cal Agreement. PROVIDER certifies that all data, including Encounter Data and Provider Data, submitted is complete, accurate, reasonable, and timely. PROVIDER will promptly make any necessary corrections to the data, as requested by PARTNERSHIP, so that PARTNERSHIP may correct any deficiencies identified by DHCS in the time period required by DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsections A.6) ; APL 14-019, APL 17-005; 42 CFR 438.207, 438.242, 438.604(a)(5) and 438.606.)

23. PROVIDER hall comply with PARTNERSHIP's reporting obligations under the Medi-Cal Agreement in accordance with 42 CFR section 438.230(c)(1)(ii) with respect the obligations and functions undertaken pursuant to this Agreement. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.6).)

24. PROVIDER agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from PROVIDER in accordance with the subcontract requirements under the Medi-Cal Agreement shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of PROVIDER, stockholders owning more than 5 percent of the stock issued by PROVIDER and major creditors holding more than 5 percent of the debt of PROVIDER will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.11.)

25. PROVIDER must have systems in place to track and monitor referrals requiring prior authorization and must furnish documentation of such referrals to PARTNERSHIP and DHCS upon request. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 2.3, Subsection H.)

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26. PROVIDER must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. PROVIDER shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between PROVIDER and DHCS, if applicable. In the event PARTNERSHIP assisted PROVIDER with the enrollment process, PROVIDER consents to allow DHCS and PARTNERSHIP share information relating to the PROVIDER application and eligibility, including but not limited to issues related to program integrity. PROVIDER's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (APL 22-013; 42 CFR 438.602(b).)

27. PROVIDER represents and warrants that PROVIDER and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, PROVIDER represents and warrants that PROVIDER is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act. (42 CFR 438.610.)

28. PROVIDER must execute the California Health and Human Services Data Exchange Framework data sharing agreement pursuant to Health & Safety section 130290. (Medi-Cal Agreement, Exhibit A, Attachment III, Provision 3.1.5, Subsection A.21).)

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EXHIBIT 1
PROVIDER OR PROVIDER GROUP DELEGATION AGREEMENT

(intentionally left blank unless provider is delegated for ECM services)

Providers delegated will be required to execute a separately attached Delegation Agreement.

E-Contract Review
Approval as to Form

Department Name: Tehama Community Action Agency

Vendor Name: Partnership HealthPlan of California

Contract Description: For the purpose of providing enhanced care management services

APPROVED AS TO FORM:

Date: 10/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-2096 **Agenda Date:** 12/30/2025 **Agenda #:** 29.

COMMUNITY ACTION AGENCY / PERSONNEL - Social Services Director Bekkie Emery

Requested Action(s)
a) RESOLUTION - Request adoption of a resolution amending Reso #2025-074, the FY 25/26 Position Allocation List (PAL), by adding one (1.00 FTE) Community Services Family Partner, effective 12/30/25

Financial Impact:
The requested action results in a financial impact of approximately $67,725.62 to the Community Action Agency (CAA) Budget Unit 5062 for the remainder of FY 25/26. This includes the Community Services Family Partner's salary and benefits, supervision, and operating expenses. Budget adjustments will be made during the midyear review process for both Social Services and CAA.

Background Information:
Due to funding uncertainties, the Community Action Agency requested to remove one (1.00 FTE) vacant Community Services Family Partner in the Adopted 25/26 budget. Since then, the Department has secured ongoing funding to add the position back to the Community Action Agency PAL.

Social Services receives State funding for both the Family Stabilization Program (FSP) and the Housing Support Program (HSP), and contracts with Community Action Agency for case management. The Community Services Family Partner will support both FSP and HSP. FSP is a voluntary, strength-based approach which helps CalWORKs families who are in crisis become stable. The family's level of crisis is evaluated according to ten life domains. Stability is achieved through team meetings where the family and the FSP team collaboratively create an individualized plan that is based on the family's specific needs. Once families reach stability they transition back to CalWORKs to obtain employment. HSP is a CDSS housing program that serves families receiving CalWORKs that are experiencing homelessness or at risk of homelessness, with priority given to families with young children or women who are pregnant. HSP follows a housing first model, provides housing navigation, landlord mediation, rental assistance, and financial coaching. HSP uses a progressive engagement model, tapering the client off of financial assistance and leading client towards self-sufficiency. General time in the program varies but can go up to 24 months.

The Department is requesting to add back the recently removed Community Services Family Partner to assist with providing the necessary services to the community.

The Joint Council Bargaining Unit has been notified of the requested action and is in agreement.

RESOLUTION NO. _____

PAL CHANGE

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Tehama, State of California, does hereby amend **Resolution 2025-074, the 2025-26** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION		**ALLOCATION** From	To	**RANGE** From	To	**EFFECTIVE DATE**
COMMUNITY ACTION AGENCY (5062)						
Community Services Family Partner	Increase	2.00	3.00	16	16	12/30/25

The Master Salary Schedule and any affected Exhibits will be updated to reflect the above changes, if applicable.

The foregoing resolution was offered on a motion by Supervisor _____, seconded by Supervisor _____ 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 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 a Resolution and Order adopted by the Board of Supervisors on the _____ day of _____, 2025.

Dated this _____ day of _____, 2025.

Sean Houghtby, County Clerk and ex-officio Clerk of the Board of Supervisors, County of Tehama, State of California

By _____
Deputy

RESOLUTION NO. _____

Tehama County
SOCIAL SERVICES
ASSIST • EMPOWER • PROTECT

Mailing Address: P.O. Box 1515, Red Bluff, CA 96080
Red Bluff Office: (530) 527-1911 fax (530) 527-5410 310 South Main St.
Corning Office: (530) 824-9182 fax (530) 527-5410 275 Solano St. **www.tcdss.org**

November 10, 2025

TO: Tehama County Chief Administrator, Gabriel Hydrick

Cc: Tehama County Personnel Director, Coral Ferrin

RE: **Budget Unit 5062** Tehama County Community Action Agency Request for Position Allocation List (PAL) amendment.

Community Action Agency is requesting an amendment to the Budget Unit 5062 PAL to be effective upon approval, no later than December 31, 2025.

Budget Unit 5062 Community Action Agency

The requests are as follows:

Department	Budget Unit	Position Title	Request FTE + or -	FROM	TO	Use existing PAL number
Community Action Agency	5062	Community Services Family Partner	+1	2	3	NEW

BACKGROUND

Due to funding uncertainties, the Community Action Agency requested to remove one vacant Community Services Family Partner in the Adopted 25/26 budget. Since then, the Department has secured ongoing funding to add the deleted position back to the Community Action Agency PAL.

Social Services receives State funding for both the Family Stabilization Program (FSP) and the Housing Support Program (HSP), and contracts with Community Action Agency for case management. The Community Services Family Partner will support both FSP and HSP. FSP is a voluntary, strength-based approach which helps CalWORKs families who are in crisis become stable. The family's level of crisis is evaluated according to ten life domains. Stability is achieved through team meetings where the family and the FSP team collaboratively create an individualized plan that is based on the family's specific needs. Once families reach stability they transition back to CalWORKs to obtain employment. HSP is a CDSS housing program that serves families receiving CalWORKs that are experiencing homelessness or at risk of homelessness, with priority given to families with young children or women who are pregnant. HSP follows a housing first model, provides housing navigation, landlord mediation, rental assistance, and financial coaching. HSP uses a progressive engagement model, tapering the client off of financial assistance and leading client towards self-sufficiency. General time in the program varies but can go up to 24 months.

We are requesting to add back the recently removed Community Services Family Partner. This position will assist us with providing the necessary services to the community. Currently there are two filled Community Services Family Partners, P0799 and P0972. This new position would be in addition to the existing two positions.

FINANCIAL IMPACT

For Community Action Agency, Budget Unit 5062: We are requesting that a Community Services Family Partner be added back to the CAA PAL. The increased cost to add this Community Services Family Partner to CAA in FY 25/26 is $67,725.65. This includes the Community Service Family Partner's salary and benefits, supervision and operating costs that will extend the Family Stabilization Program for an additional 6 months and to enhance support to the Housing Support Program. These costs are calculated from Dec 1, 2025 to Jun 30, 2026.

Funding for this fiscal year did not include this position in the Adopted Budget because ongoing funding was uncertain. In early October 2025, Social Services was notified of a planning allocation that is anticipated to fund the program for the full fiscal year. The budget adjustments will be made during the Midyear Review process for both Social Services and Community Action Agency.

Sincerely,

Shannon Anthony, Social Services Deputy Director - Operations

On behalf of Bekkie Emery, Social Services Director

Tehama County

Agenda Request Form

File #: 25-2169 **Agenda Date:** 12/30/2025 **Agenda #:** 30.

PUBLIC WORKS - Interim Director Tom Provine

Requested Action(s)

a) TRANSFER OF FUNDS: PUBLIC WORKS, B-28, From General Fund / Fund Bal (101-301900), $235,000; to Contingency (1109-59000), $235,000, from Contingency (1109-59000), $235,000, to Professional Services (2074-53230), $235,000 **(Requires 4/5's vote)**

Financial Impact:

Due to the denial of State Emergency assistance, the project will be initially financed with Emergency/Disaster Funds. These expenditures will be fully offset with backfill funding from Secure Rural Schools (SRS) funds upon receipt of State allocations.

Background Information:

Per direction and approval given by the Board on the December 16, 2025 meeting, the Department is proceeding with "Option 3" (Short-span triple-single, full legal load) at a cost of $235,000.

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-28

DEPARTMENT NAME 2074 Emergency Operations

Date: December 22, 2025

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

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

Funding Source Assigned - Emerg/Disaster (101-301371)

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

Increase Revenue Budget

FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
101	301900	Gen Fund Fund Bal	$ 235,000.00
1109	59000	Contingency	$ 235,000.00
		Total Journal	$ **470,000.00**

Increase Expenditure Budget

FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
1109	59000	Contingency	$ 235,000.00
2074	53230	Professional Services	$ 235,000.00
		Total Journal	$ **470,000.00**

INCREASE / (DECREASE) APPROVED

SIGNATURE OF REQUESTING OFFICIAL 12/22/25 DATE

SANDRA PALMER 12/23/2025

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117

Jan-19

952

Tehama County

Agenda Request Form

File #: 25-2138 **Agenda Date:** 12/30/2025 **Agenda #:** 31.

PERSONNEL / SHERIFF - Sheriff Dave Kain

Requested Action(s)
a) Request approval to authorize payment of accrued vacation hours exceeding the 240 maximum accrual limit in accordance with Article 21.6 of the Memorandum of Understanding between Tehama County and the Tehama County Deputy Sheriff's Association for three (3) Tehama County Sheriff's Office employees in various budget units, totaling approximately $5,581.20.

Financial Impact:
The requested action will result in an increase to the Public Safety Fund of approximately $5,581.20.

Background Information:
Article 21.6 of the Tehama County Deputy Sheriff's (DSA) Memorandum of Understanding, states: A maximum of two hundred forty (240) hours of vacation allowance may be accumulated as of December 31 each year. The Auditor, annually, will review each employee's vacation record; and should an employee's accumulation of vacation exceed 240 hours on December 31 of any year, no vacation will be earned or be credited until the accrual is less than 240 hours.

If, as a result of County necessity, an employee is unable to take a scheduled vacation, which results in the employee exceeding the December 31st maximum accrual limit, the employee's Department Head shall inform the Board in writing. At its discretion, the Board may allow the employee to temporarily exceed the limit, authorize payment of vacation hours to the employee for the hours in excess of 240 hours, or a combination of the two.

Due to staffing shortages, employees have been unable to take sufficient time off, leading to excess accrual. Each of the following employees have requested approval of the payout option:

- Sergeant (Employee #3250): 89.97 hours - $4,476.01
- Sheriff's Records Supervisor (Employee #2374): 19.48 hours - $592.00
- Correctional Deputy (Employee #3752): 14.94 hours - $513.19

TEHAMA COUNTY SHERIFF'S OFFICE

Dave Kain, Sheriff-Coroner

Mailing Address: P.O. Box 729, Red Bluff, CA 96080

Main Office: 22840 Antelope Blvd., Red Bluff, CA 96080 (530) 529-7940 / (530) 529-7933 FAX
Jail/Dispatch: 502 Oak St., Red Bluff, CA 96080 (530) 529-7900 / (530) 528-7614 FAX

December 2, 2025

Personnel Director Coral Ferrin
Tehama County Administration
727 Oak Street
Red Bluff, Ca. 96080

RE: Employee Accrued Vacation

Dear Coral:

This letter is to inform you that as of December 31, 2025, there will be three Tehama County Sheriff's Office employees that will be more than their allotted accrued vacation hours. These employees are members of the Tehama County Deputy Sheriff's Association and are in two different budget units: Jail and Sheriff's.

One of the consequences of being short staffed in a law enforcement agency is employees are forced to work more hours, and they cannot take enough time off. The combination of having an unprecedented number of job vacancies in the Tehama County Sheriff's Office and not being able to take time off and continuing to accrue vacation time while working, has caused the following employees to accrue an excessive amount of vacation hours.

Sergeant Employee #3250 has 89.97 hours equal to $4,476.01, Record Supervisor Employee #2374 has 19.48 hours equal to $592.00, and Correctional Deputy Employee #3752 has 14.94 hours equal to $513.19.

Per the Tehama County Deputy Sheriff's Association Memorandum of Understanding (MOU), I am writing to you asking for assistance in presenting this issue to the Board of Supervisors. Per article 21.6 of the MOU, The Board of Supervisors can allow employees to temporarily exceed the vacation limit, authorize payment of vacation hours more than two hundred forty hours, or a combination of both.

I look forward to hearing from you and your assistance regarding this matter.

Sincerely

Dave Kain
Sheriff-Coroner

Serving Our Community with P.R.I.D.E.
Professionalism. Respect. Integrity. Dedication. Equality

Tehama County

Agenda Request Form

File #: 25-2164 **Agenda Date:** 12/30/2025 **Agenda #:** 32.

FLOOD CONTROL AND WATER CONSERVATION DISTRICT - Senior Deputy County Counsel Daniel Klausner

Requested Action(s)

a) RESOLUTION - Request adoption of a resolution consenting County Counsel advising and representing the El Caminio Irrigation District and waving any actual or potential conflicts of interest

Financial Impact:

Government Code sections 26520, 26529, and 53060 authorize the Tehama County Office of County Counsel to render legal services to El Camino Irrigation District (ECID) upon request. These sections further authorize County to charge ECID a fee, not to exceed the total cost to the county, for the legal services rendered.

Background Information:

County Counsel serves as general counsel for the Tehama County Flood Control and Irrigation District, as well as legal advisor for the County of Tehama Board of supervisors, governed by the same five (5) individuals. County Counsels ability to represent the Flood District and the El Camino Irrigation District is governed by the California Rules of Professional conduct which include rules regarding conflicts of interest that exist or may arise during representation.

Before undertaking representation of the Flood District and ECID, County Counsel must receive an acknowledgment from both parties that: (1) The Flood District and ECID have been advised of the potential conflicts associated with each party's respective interests; (2) Nevertheless, both the District and ECID want County Counsel to represent them; and (3) Both parties are completely free to seek independent counsel at any time even if this resolution is adopted;

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TEHAMA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT CONSENTING TO COUNTY COUNSEL ADVISING AND REPRESENTING THE EL CAMINO IRRIGATION DISTRICT AND WAIVING ANY ACTUAL OR POTENTIAL CONFLICT OF INTEREST CONCERNING THE REPRESENTATION

WHEREAS, the El Camino Irrigation District (“ECID”) has asked the Tehama County Counsel's Office ("County Counsel") to provide legal advice and provide general counsel on its behalf;

WHEREAS, County Counsel currently serves as general counsel for, the Tehama County Flood Control and Irrigation District ("Flood District") and also serves as the legal advisor for the County of Tehama Board of Supervisors as well as a number of other separate legal entities that are governed by the same five (5) individuals that sit as the Board of Supervisors for the County, such as the Tehama County Air Pollution Control District, the Tehama County Board of Equalization, the Tehama County In Home Support Services Public Authority, and others (all such public entities that are governed by the same five (5) individuals are hereinafter referred to as "Related Public Entities");

WHEREAS, County Counsel may, upon request, represent local governmental entities that are distinct from County government ("Other Clients"), such as ECID;

WHEREAS, County Counsel's ability to represent the Flood District and ECID is governed by what are commonly called the California Rules of Professional Conduct, which include, but are not limited to, rules regarding conflicts of interest which require County Counsel to notify clients of any actual or potential conflicts of interest that exist or may arise during the course of such representation and obtain a written waiver from each client of those actual or potential conflicts of interest;

WHEREAS, before undertaking representation of the Flood District and ECID, County Counsel must receive an acknowledgment from both parties that: (1) The Flood District and ECID have been advised of the potential conflicts associated with each party's respective interests; (2) Nevertheless, both the District and ECID want County Counsel to represent them; and (3) Both parties are completely free to seek independent counsel at any time even if this resolution is adopted;

WHEREAS, although County Counsel is not presently aware of a conflict created by the proposed representation of ECID, the nature and scope of County Counsel's work for its primary clients, namely the Flood District, Related Public Entities, and Other Clients, may give rise to such conflicts of interest in the future and prior to adopting this resolution, both the Flood District and ECID must be made aware that the interests and objectives of the Flood District and ECID individually on certain issues may, at some time in the future, become inconsistent with the interests and objectives of the other party and that both parties understand this waiver and are comfortable with County Counsel representing both parties;

WHEREAS, County Counsel shall endeavor to avoid providing any services that would create a conflict of interest but in the event that a conflict does arise between the Flood District or other Related Public Entities on the one hand and ECID on the other hand, or if for any reason the County Counsel's office declines to or resigns from providing services to ECID, then ECID agrees

that the County Counsel's Office may thereafter continue to act as legal counsel for the Flood District and that the County Counsel's Office shall not be disqualified from representing or otherwise carrying out any of its powers and duties on behalf of the Flood District; and

WHEREAS, the parties understand and acknowledge that County Counsel's representation of the parties may also result in the loss of the attorney-client privilege for communications between the parties and County Counsel, because anything disclosed by one client on a matter of common interest may be disclosed to a jointly represented client in a civil proceeding between the parties and that in the event of a dispute among the parties, County Counsel may be precluded from representing any individual party without first obtaining the consent of all concerned.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Flood District acknowledges that it has been advised by County Counsel that authorizing County Counsel to represent both the Flood District and the ECID may give rise to a conflict of interest between the District and ECID; acknowledges that it has been advised to seek the advice of independent counsel with respect to these issues; and, by adopting this resolution, elects to have County Counsel undertake the joint representation of the Flood District and ECID and waives any and all claims against County Counsel which may arise or accrue by reason of any such joint representation by County Counsel.

BE IT FURTHER RESOLVED that the Board of Directors of the Flood District agrees that should it discharge County Counsel as its legal counsel or should County Counsel withdraw as legal counsel for the Flood District, County Counsel shall have the right to continue representing the ECID in all matters without objection or interference by or from the Flood District which County Counsel would no longer represent.

The foregoing resolution was offered on a motion by Director _____ , seconded by Director _____ , and carried by the following vote of the Tehama County Flood Control and Water Conservation District Board of Directors

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors of the Tehama County Flood Control and Water Conservation District, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the Board of Directors on the _____ day of _____, 2025

Dated: This ____ day of _____, 2025

SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Directors, Tehama County

Flood Control and Water Conservation District

By _____Deputy

E-Contract Review
Approval as to Form

Department Name: Tehama County Flood Control and Water Conservation District

Vendor Name: Tehama County Board of Directors

Document Description: Resolution acknowledging county counsel legal representation of El Camino Irrigation District and waiving conflicts

APPROVED AS TO FORM:

Date: 12/18/25

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