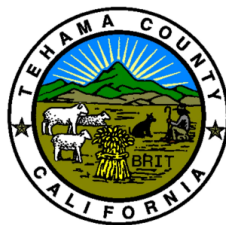


TEHAMA COUNTY BOARD OF SUPERVISORS

Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, 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

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

AGENDA FOR TUESDAY, FEBRUARY 11, 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. 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

REMINDER - The February 18th meeting of the Board of Supervisors is cancelled pursuant to Board policy.

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.

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 (Hansen, Jones)

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

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 - 1/19/25 - 1/25/25** [25-0125](#)

2. **AUDITOR’S CLAIMS** [25-0123](#)

- a) Court Operations, 2026-53221, Timothy M. Prentiss II, \$43,428
- b) Court Operations, 2026-53221, Timothy M. Prentiss II, \$57,299
- c) Court Operations, 2026-53221, Center for Cognition and Compassion: Psychological Corporation, \$9,587.50

3. **HEALTH SERVICES AGENCY / MENTAL HEALTH** [25-0140](#)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment #1 with LocumTenens.com, LLC (Misc. Agreement #2022-192), for the purpose of locating and arranging for locum tenens Psychiatrist(s), Psychiatric Nurse Practitioner(s), Physician's Assistant(s) and adding Psychologist(s) and Licensed Clinical Social Workers, thereby amending the rates set forth in Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/22 and shall terminate 6/30/25

4. **HEALTH SERVICES AGENCY / MENTAL HEALTH** [25-0144](#)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No.1 with Willow Glen Care Center (Misc. Agreement #2024-198) for the purpose of providing community residential treatment services for the rates set forth in Exhibit "E", thereby increasing the maximum compensation not to exceed to \$1,600,000 in any one fiscal year with total contract amount not to exceed \$3,200,000, effective 7/1/24 and shall terminate 6/30/26 (*subject to receipt of required insurance documentation*)

- 5. HEALTH SERVICES AGENCY / MENTAL HEALTH [25-0102](#)**
- a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 2 with the California Mental Health Services Authority (CalMHSA) (Misc. Agreement #2022-12 amended by Misc. Agreement #2024-259), for participation in the Statewide Health Planning and Development (OSPHD) and Workforce Education and Training (WET) in Tehama County with total funding in the amount of \$52,467.13 thereby amending the term, effective 7/1/21 through 6/30/26
- 6. SHERIFF / PERSONNEL [25-0133](#)**
- a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Animal Regulation Officer, Range 19, Step 2, upon successful completion of all pre-employment requirements.
- 7. SOCIAL SERVICES [25-0138](#)**
- a) AGREEMENT - Request approval and authorization for the Director of the Department of Social Services or her Designee to sign the Agreement with Job Training Center of Tehama County, Inc., for the provision of the subsidized employment program through Main Street Productions with maximum compensation not to exceed \$250,000 effective 1/1/25 and shall terminate 6/30/25
- 8. SOCIAL SERVICES / COMMUNITY ACTION AGENCY [25-0136](#)**
- a) AGREEMENT - Request approval and authorization for Tehama County Community Action Agency, Executive Director, Bekkie Emery to sign Subaward A25-0006-S005 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 \$384,456, effective 7/1/24 through 6/30/25
- 9. SOCIAL SERVICES / HEALTH SERVICES AGENCY [25-0139](#)**
- a) AGREEMENT - Request approval and authorization for the Social Services Director and the Health Services Agency Executive Director to sign the Interagency Memorandum of Understanding to provide home visiting services to CalWORKs eligible families in an amount not to exceed \$185,004.12, effective 1/1/25 through 6/30/25
- 10. TEHAMA COUNTY LOCAL CHILD CARE PLANNING COUNCIL [25-0162](#)**
- a) Request approval and authorization for the Chairman to sign the Certification Statement regarding composition of the Local Child Care Planning Council (LPC) 2025 membership
- 11. APPROVAL OF MINUTES [25-0189](#)**
- a) Waive the reading and approve the minutes of the regular meeting held
- 1) 1/14/25
 - 2) 1/28/25

REGULAR AGENDA

12. SOLID WASTE / PERSONNEL - Acting Agency Manager Paul Freund [25-0135](#)

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Recycling Program Analyst II, Range 33, Step D, effective upon successful completion of all pre-employment requirements

13. TRANSPORTATION COMMISSION - Deputy Director Jessica Riske-Gomez [25-0127](#)

a) INFORMATIONAL PRESENTATION - From Tehama County Transportation Commission and Public Works regarding Lake California Drive Reconstruction Project

10:30 A.M.**14. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Rob Robbins [25-0024](#)**

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: Estate of Juan Alatorre, deceased, Jorge Garcia c/o Isaias Alatorre

Site Address: 22620 Hawley Rd., Tehama County

APN: 089-220-032 (District 4)

15. ASSESSOR / PERSONNEL - Assessor Burley Phillips [25-0167](#)

a) Request approval to waive the requirement for a pre-employment physical prior to appointment for one (1) Senior Assessment Clerk Extra-Help, effective 2/11/25

16. HEALTH SERVICES AGENCY / PERSONNEL - Executive Director Jayme Bottke [25-0119](#)

a) Request approval of the new classification specification of Health Services Agency Program Manager, within the Tehama County Management Employees Association (TCMEA), effective 2/11/25

b) RESOLUTION - Request adoption of a resolution amending Resolution 2024-080, the FY 2024/25 Position Allocation List (PAL), by adding 1.00 FTE Health Services Agency Program Manager, effective 2/11/25

17. SHERIFF'S OFFICE - Sheriff Dave Kain [25-0147](#)

a) DONATION - Request to accept a donation in the amount of \$8,630.31 from Tehama County Sheriff's Team of Retired Seniors (STARS) to be put into Miscellaneous Revenue account (2027-471120) to be used for upfitting parts for the 2 New STARS Ford Mavericks

b) TRANSFER OF FUNDS - VEHICLES, B-29 - From Miscellaneous Revenue (2027-471120), to Contingency (2002-59000), \$8,630.31; and From Contingency (2002-59000), to Vehicles (2027-57605), \$8,630.31 **(Requires a 4/5's Vote)**

18. SHERIFF / PERSONNEL - Sheriff Dave Kain [25-0130](#)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Correctional Deputy, Range 32, Step 5, upon successful completion of all pre-employment requirements.

19. SHERIFF / PERSONNEL - Sheriff Dave Kain [25-0131](#)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Correctional Deputy, Range 32, Step 3, upon successful completion of all pre-employment requirements

FUTURE AGENDA ITEMS

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

CLOSED SESSION

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

20. CLOSED SESSION [25-0155](#)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: R.K. by and through a guardian ad litem

Agency claimed against: Tehama County

21. CLOSED SESSION [25-0156](#)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: C.K. by and through a guardian ad litem

Agency claimed against: Tehama County

22. CLOSED SESSION [25-0171](#)

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT
(Government Code Section 54957)

Title: Interim Director of Public Works

REPORTABLE ACTIONS FROM CLOSED SESSION**ADJOURN**

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

Members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than \$250 in campaign contributions from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item since January 1, 2023. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than \$250 to a Board member since January 1, 2023, are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

- 1) Attend in person in Board Chambers, Tehama County Administration Building, 727 Oak St., Red Bluff, CA 96080.
- 2) Listen and comment over the phone by calling: (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment.
- 3) Watch live video and listen at: <https://tehamacounty.legistar.com/Calendar.aspx>. To comment on an upcoming agenda item, call (530) 212-8376, conference code 933876. Press 5* to raise your hand to comment at the time the item is called.

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

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

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

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

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

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

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

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



Tehama County

Agenda Request Form

File #: 25-0125

Agenda Date: 2/11/2025

Agenda #: 1.

GENERAL WARRANT REGISTER - 1/19/25 - 1/25/25

Requested Action(s)

Financial Impact:

As listed.

Background Information:

Tehama County
TEBK400 - Check Register
Issue Dates between Jan 19, 2025 and Jan 25, 2025

Report Generated on: Jan 27, 2025 7:52:26 AM

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000163	01/21/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$384.92
00000164	01/21/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	MAINTENANCE OF EQUIPMENT	\$137.15
00000164	01/21/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	ANNUAL FIRE INSPECTION	\$50.00
00000164	01/21/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROFESSIONAL/SPECIAL SERV	\$75.00
00000164	01/21/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	SEMI ANNUAL FIRE SPRINKLER	\$325.00
70868314	01/21/2025	103938	A AND A TOWING	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	PO 33170	\$315.00
70868314	01/21/2025	103938	A AND A TOWING	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$398.00
70868315	01/21/2025	132330	ADVANCED CHEMICAL TRANSPORT	220	TC SOLID WASTE M	4045-558007	TC/RB LANDFILL M	HAZARDOUS WASTE DISPOSAL	\$18,796.99
70868315	01/21/2025	132330	ADVANCED CHEMICAL TRANSPORT	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	UOBG (USED OIL)	\$1,381.60
70868316	01/21/2025	100102	ANTELOPE VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$1,222.00
70868317	01/21/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$119.85
70868318	01/21/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	PROFESSIONAL/SPECIAL SERV	\$350.00
70868318	01/21/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	SCHOOL READINESS	\$1,925.00
70868318	01/21/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555204	TC CHILD & FAMIL	PROGRAM EVALUATION	\$1,225.00
70868318	01/21/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$262.50
70868319	01/21/2025	103939	AT&T	101	GENERAL FUND	1021-53120	AUDITOR	9391032919	\$30.07

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
							CONTROLL		
70868319	01/21/2025	103939	AT&T	101	GENERAL FUND	1023-53120	ASSESSOR	9391032897	\$31.53
70868319	01/21/2025	103939	AT&T	101	GENERAL FUND	2072-53120	SHERIFF - CORONE	9391032859	\$22.97
70868319	01/21/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391069556	\$111.28
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2023-53120	BAILIFF	9391032928	\$167.54
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032855	\$32.05
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032892	\$571.64
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032895	\$269.98
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032898	\$22.04
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032899	\$61.51
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032931	\$20.48
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032951	\$61.51
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032953	\$242.90
70868319	01/21/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032954	\$35.57
70868319	01/21/2025	103939	AT&T	712	TEHAMA MAJOR CRI	71210-53120	TEHAMA MAJOR CRI	9391032873	\$32.57
70868320	01/21/2025	107169	BAY ALARM	101	GENERAL FUND	1074-53230	FACILITIES MAINT	8090668/21921073 PO 428772	\$410.91
70868322	01/21/2025	100216	BOWMAN VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$20.00
70868323	01/21/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	DECEMBER 2024	\$336.06
70868323	01/21/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	7033-53220	RED BLUFF VETERA	OFFICE EXPENSE	\$29.17

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70868324	01/21/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1023-53120	ASSESSOR	176977001	\$155.94
70868325	01/21/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	7034-55527	R B COMMUNITY CE	CITY OF RED BLUFF	\$30,000.00
70868325	01/21/2025	100376	CITY OF RED BLUFF	101	GENERAL FUND	7034-555272	R B COMMUNITY CE	CITY OF RB OPR DEFICIT	\$166,911.89
70868326	01/21/2025	110846	CLAYTON BENNETT	106	PUBLIC SAFETY	2037-53170	PROBATION	EBAY	\$30.10
70868328	01/21/2025	142506	CORNING CHAMBER OF COMMERCE	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	SPECIAL DEPARTMENTAL EXP	\$75.00
70868329	01/21/2025	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	MAINTENANCE OF EQUIPMENT	\$288.34
70868329	01/21/2025	100439	CORNING FORD JEEP CHRYSLER DOD	102	ROAD FUND	3011-57605	ROAD DEPARTMENT	VEHICLES	\$51,236.48
70868330	01/21/2025	100447	CORNING RURAL VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$738.00
70868331	01/21/2025	T0038003	COURT-ORDERED DEBT COLLECTION	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	STEVENS CD9252-38565	\$170.92
70868332	01/21/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	GARNISHMENTS	\$158.00
70868332	01/21/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	VILLALBA CASTREJON NCI9078	\$59.18
70868332	01/21/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	WALTZ 18LC000067	\$144.00
70868335	01/21/2025	103408	DEPT OF HEALTH CARE SERVICES	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	OUTSIDE MEDICAL PROVIDER	\$2,759.17
70868336	01/21/2025	100543	DIBBLE CREEK VOLUNTEER FIRE DE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$1,336.00
70868337	01/21/2025	104716	DIVERSIFIED SERVICES/COPY	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM	\$1,722.16

Tehama County
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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
			CENT					STRENGTH/BUILDING	
70868338	01/21/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	WALTZ ID 208628224	\$100.00
70868339	01/21/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	GARNISHMENTS	\$275.41
70868340	01/21/2025	136667	GARETH J BRISCOE	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	COPY OF TRANSCRIPT	\$87.00
70868342	01/21/2025	131035	GOLDEN STATE OVERNIGHT	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	101241/5426978	\$7.60
70868342	01/21/2025	131035	GOLDEN STATE OVERNIGHT	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	101241/5433595	\$5.35
70868343	01/21/2025	113113	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2027-53230	SHERIFF	4019-100097/9508	\$17.95
70868344	01/21/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	HOUSEHOLD EXPENSE	\$443.72
70868344	01/21/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	MAINTENANCE OF EQUIPMENT	\$304.59
70868344	01/21/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	HOUSEHOLD EXPENSE	\$18.21
70868345	01/21/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	334045/6041 DEC 2024	\$1,604.91
70868345	01/21/2025	136121	HUNT & SONS LLC	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	TRANSPORTATION EXPENSE	\$23.55
70868346	01/21/2025	130113	IC SOLUTIONS	510	PRISONERS WELFAR	51010-53120	PRISONERS WELFAR	COMMUNICATIONS	\$2,815.78
70868347	01/21/2025	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	3166126988 PO57176	\$558.65
70868347	01/21/2025	T0043653	IDEXX	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	1224185772 PO57176	\$69.60
70868348	01/21/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2027-53230	SHERIFF	PROFESSIONAL/SPECIAL SERV	\$334.00
70868349	01/21/2025	136383	JEFFREY BRYANT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00

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70868350	01/21/2025	T0026020	JOHN LACY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868351	01/21/2025	102604	JOHN SOUTHWORTH	105	FIRE FUND	2042-53230	FIRE SCH C VOL	PROFESSIONAL/SPECIAL SERV	\$100.00
70868352	01/21/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2032-53220	JAIL	OFFICE EXPENSE	\$92.61
70868353	01/21/2025	T0028741	JORGE LOMELI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	MISCELLANEOUS EXPENSE	\$148.00
70868354	01/21/2025	134686	KAREN JONES	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	EMPLOYEE TRAVEL/TRAINING	\$25.86
70868355	01/21/2025	108299	KEEFE COMMISSARY NETWORK	510	PRISONERS WELFAR	51010-53130	PRISONERS WELFAR	FOOD	\$1,012.47
70868356	01/21/2025	106271	LANGUAGE LINE SERVICES INC	106	PUBLIC SAFETY	2032-53120	JAIL	DECEMBER 2024	\$6.60
70868356	01/21/2025	106271	LANGUAGE LINE SERVICES INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	DECEMBER 2024	\$534.40
70868356	01/21/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	DECEMBER 2024	\$78.23
70868356	01/21/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	DECEMBER 2024	\$32.05
70868356	01/21/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	DECEMBER 2024	\$3.77
70868357	01/21/2025	127151	LED CONCEPTS USA	106	PUBLIC SAFETY	2032-53170	JAIL	MAINTENANCE OF EQUIPMENT	\$1,884.38
70868358	01/21/2025	111540	LEGAL RESEARCH ASSOCIATES	510	PRISONERS WELFAR	51010-53230	PRISONERS WELFAR	PROFESSIONAL/SPECIAL SERV	\$561.00
70868359	01/21/2025	124878	LINGUISTICA INTERNATIONAL INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	DECEMBER 2024	\$24.78
70868361	01/21/2025	V000083	MICHIGAN STATE DISBURSEMENT UN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	AMORE ID 913220388	\$90.34
70868362	01/21/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$15,609.29
70868363	01/21/2025	117534	ON LINE DATA EXCHANGE, LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	ACCT 1015428	\$30.00

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70868364	01/21/2025	101231	PACIFIC GAS & ELECTRIC	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	1095453117-3	\$452.39
70868365	01/21/2025	T00249	RANDALL & ELIZABETH HARNDEN	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	004340010000 2024	\$229.36
70868366	01/21/2025	T00250	RICHARD J & BARBARA LOPES	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	083070012000 2024	\$12.99
70868367	01/21/2025	133280	RILEY HENDERSON	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	COMM STRENGTH/BUILDING	\$342.95
70868368	01/21/2025	106769	ROBERT HALPIN	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	EMPLOYEE TRAVEL/TRAINING	\$4.42
70868369	01/21/2025	V000189	RYAN PATRICK	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	EMPLOYEE TRAVEL/TRAINING	\$11.12
70868371	01/21/2025	135605	SPECTRUM	535	TC CHILD & FAMIL	53510-53120	TC CHILD & FAMIL	8413 12 011 0191392	\$131.23
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BARRETT 3*3378737	\$697.38
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BECKER FL66131	\$52.50
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	BERRY 3*1569968	\$313.58
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	FLETCHER2*2079566	\$152.30
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	KEYS 2*2006990	\$179.07
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	LINDAUER 2*258403	\$202.15
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	MORRIS 2*2512994	\$15.69
70868372	01/21/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R	265-207812	NOT APPLICABLE	RICKEY 3*3264650	\$215.07

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					TRUST				
70868373	01/21/2025	112466	STEPHEN DATU MD	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	PROFESSIONAL/SPECIAL SERV	\$2,980.00
70868374	01/21/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	FOOD	\$174.05
70868374	01/21/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$923.00
70868375	01/21/2025	110815	T-MOBILE USA	712	TEHAMA MAJOR CRI	71210-53280	TEHAMA MAJOR CRI	SPECIAL DEPARTMENTAL EXP	\$400.00
70868376	01/21/2025	100507	THE DANIELSEN CO	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$1,669.40
70868376	01/21/2025	100507	THE DANIELSEN CO	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$34.63
70868377	01/21/2025	109466	TREASURY MANAGEMENT SERVICES	106	PUBLIC SAFETY	2027-53230	SHERIFF	1-534-0179-3416	\$86.81
70868378	01/21/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	MAINTENANCE OF EQUIPMENT	\$91.85
70868378	01/21/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	5060-53170	VETERANS SERVICE	MAINTENANCE OF EQUIPMENT	\$210.49
70868378	01/21/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$12.22
70868378	01/21/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	RENT/LEASE OF EQUIPMENT	\$300.44
70868378	01/21/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$168.43
70868379	01/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$1,938.76
70868379	01/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$49.64
70868379	01/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	FOOD	\$74.97
70868379	01/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	HOUSEHOLD EXPENSE	\$292.40

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70868379	01/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$6,741.33
70868379	01/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	HOUSEHOLD EXPENSE	\$137.89
70868380	01/21/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	HOUSEHOLD EXPENSE	\$95.51
70868380	01/21/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	SHOP SUPPLIES EXPENSE	\$61.82
70868381	01/21/2025	V000190	VICI MIRANDA	101	GENERAL FUND	2077-53290	PLANNING DEPARTM	EMPLOYEE TRAVEL/TRAINING	\$4.96
70868382	01/21/2025	128858	VICTORY SUPPLY	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$117.13
70868383	01/21/2025	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	OFFICE EXPENSE	\$387.68
70868384	01/21/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	CLOTHING & PERSONNEL SUPP	\$30.13
70868385	01/21/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	PROFESSIONAL/SPECIAL SERV	\$120.34
00000165	01/22/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	2073-53180	PUB GUARDIAN / P	MTCE STRUCT-IMPRV-GROUNDS	\$33.00
00000165	01/22/2025	102493	HUE & CRY SECURITY	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	MAINTENANCE OF EQUIPMENT	\$105.00
00000166	01/22/2025	105814	MIKE'S HEATING AND AIR INC	108	SOCIAL SERVICES	5013-53180	SOCIAL SERVICES	MTCE STRUCT-IMPRV-GROUNDS	\$157.50
70868386	01/22/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	DED:0456 COL N-PTAX	\$1,377.87
70868386	01/22/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	DED:0457 COL PTAX	\$4,743.42
70868387	01/22/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	DED:0451 DUES	\$2,235.31

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70868387	01/22/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	DED:0452 PORAC/LDF	\$1,388.31
70868388	01/22/2025	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	DED:0141 FSA-MED	\$1,982.14
70868389	01/22/2025	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	DED:0142 FSA-D/C	\$437.52
70868390	01/22/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	DED:0450 IUOE MGR	\$33.32
70868390	01/22/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	DED:0458 I.U.O.E.	\$554.35
70868391	01/22/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	DED:0453 PORAC/LDF	\$200.00
70868391	01/22/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	DED:0454 LEMA DUES	\$200.00
70868392	01/22/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0459 DUES	\$1,858.64
70868392	01/22/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0460 INITN FEE	\$70.00
70868392	01/22/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0461 DUES	\$3,746.65
70868392	01/22/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0462 FEE PAYER	\$23.56
70868392	01/22/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	DED:0463 FEE PAYER	\$105.00
70868393	01/22/2025	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	DED:0473 TCDPO DUES	\$1,616.02
70868394	01/22/2025	L207827	TCDAIA	265	COUNTY P/R	265-207827	NOT APPLICABLE	DED:0475 TCDAIA	\$105.00

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					TRUST				
70868395	01/22/2025	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	DED:0481 TCPOA DUES	\$104.00
70868396	01/22/2025	T00251	TYLER D YOUNG TR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	047090002000 2021	\$261.69
70868396	01/22/2025	T00251	TYLER D YOUNG TR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	047090002000 2022	\$48.67
70868396	01/22/2025	T00251	TYLER D YOUNG TR ETAL	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	047090002000 2023	\$50.08
70868397	01/22/2025	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	DED:0468 UNITED WAY	\$35.00
70868398	01/22/2025	134133	4417 CUBESMART	895	CAVALLERO, LINDA	895-301800	NOT APPLICABLE	FUND BALANCE	\$123.00
70868399	01/22/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	SPECIAL DEPARTMENTAL EXP	\$68.50
70868401	01/22/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	MAINTENANCE OF EQUIPMENT	\$10.74
70868404	01/22/2025	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	248 134 4942 506 3	\$4.43
70868404	01/22/2025	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	8134 68546047 013125	\$4.43
70868404	01/22/2025	101233	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	248 134 3208 295 4	\$8.60
70868405	01/22/2025	103939	AT&T	101	GENERAL FUND	1052-53120	ELECTIONS	9391032868	\$392.84
70868405	01/22/2025	103939	AT&T	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	9391032832	\$155.55
70868405	01/22/2025	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	9391001947	\$31.64
70868405	01/22/2025	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	9391032886	\$131.06
70868405	01/22/2025	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	9391032874	\$223.06

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70868405	01/22/2025	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	9391032875	\$374.99
70868405	01/22/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391032837	\$159.18
70868405	01/22/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391032920	\$31.53
70868405	01/22/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391032924	\$376.15
70868407	01/22/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	287349133778	\$765.23
70868409	01/22/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53150	DENTAL	INSURANCE	\$44,537.50
70868409	01/22/2025	133289	BENEFIT COORDINATORS CORP-BCC	211	DENTAL INSURANCE	1112-53230	DENTAL	PROFESSIONAL/SPECIAL SERV	\$2,984.02
70868409	01/22/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53150	VISION	INSURANCE	\$3,904.65
70868409	01/22/2025	133289	BENEFIT COORDINATORS CORP-BCC	213	VISION	1113-53230	VISION	PROFESSIONAL/SPECIAL SERV	\$331.90
70868410	01/22/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	FOOD	\$50.60
70868411	01/22/2025	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-531101	JUVENILE HALL	JUVENILE CLOTHING	\$456.41
70868411	01/22/2025	100155	BOB BARKER COMPANY	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	HOUSEHOLD EXPENSE	\$395.00
70868412	01/22/2025	134819	BRANDON EINCK	101	GENERAL FUND	2078-53170	DIV OF ANIMAL SE	PO 57177	\$2,005.76
70868413	01/22/2025	128476	BRYAN A JENNINGS	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868414	01/22/2025	111264	CALIF STATE ASSOC OF PA/PG/PC	101	GENERAL FUND	2073-53290	PUB GUARDIAN / P	EMPLOYEE TRAVEL/TRAINING	\$1,020.00
70868415	01/22/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	COMMUNICATIONS	\$666.48

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70868415	01/22/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	COMMUNICATIONS	\$1,877.47
70868415	01/22/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	COMMUNICATIONS	\$658.73
70868415	01/22/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	COMMUNICATIONS	\$298.11
70868416	01/22/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	176982001	\$159.98
70868418	01/22/2025	123471	CHRISTOPHER D WIKEEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$79.00
70868419	01/22/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868421	01/22/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868422	01/22/2025	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	23001 PO428662	\$69.66
70868423	01/22/2025	T0011864	DEPT OF HEALTH SERVICES	112	HEALTH SERVICES	40301-55400	CALIF CHILDREN S	SUPPORT & CARE OF PERSONS	\$2,372.00
70868424	01/22/2025	103045	DEPT OF JUSTICE	101	GENERAL FUND	1105-532312	PROFESSIONAL COU	791425-215074 DEC 24	\$735.00
70868425	01/22/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/SPECIAL SERV	\$70.00
70868426	01/22/2025	118999	DUSTIN MARIA	379	OUTDATED WARRANT	379-301800	NOT APPLICABLE	FUND BALANCE	\$642.00
70868428	01/22/2025	100594	EL CAMINO VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$350.00
70868429	01/22/2025	116059	FARM BUREAU NEWS	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	UOBG (USED OIL)	\$55.00
70868430	01/22/2025	136667	GARETH J BRISCOE	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$51.87
70868431	01/22/2025	125021	HALLEY ANN REED	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868433	01/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT	6035 3225 3252 3531	\$4.26
70868433	01/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT	6035 3225 3252 3531	\$220.72

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70868433	01/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	6035 3225 3252 3531	\$125.01
70868433	01/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-532321	FACILITIES MAINT	6035 3225 3252 3531	\$207.06
70868433	01/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT	6035 3225 3252 3531	\$540.09
70868434	01/22/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1011-532984	BOARD OF SUPERVI	BOS TRAVEL DISTRICT 4	\$25.93
70868434	01/22/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	TRANSPORTATION EXPENSE	\$55.32
70868436	01/22/2025	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	2073-53180	PUB GUARDIAN / P	MTCE STRUCT-IMPRV-GROUNDS	\$73.82
70868437	01/22/2025	135111	KELLY WATKINS	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	\$36.11
70868437	01/22/2025	135111	KELLY WATKINS	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	MEAL REIMB+HOTEL 12/16/24	\$268.76
70868438	01/22/2025	116342	KRISTA PETERSON	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	MILEAGE CSAC MTG 1/9/25	\$63.52
70868439	01/22/2025	100893	LAKE CALIFORNIA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$1,010.00
70868440	01/22/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	HOUSEHOLD EXPENSE	\$46.98
70868442	01/22/2025	100931	LIFE ASSIST INC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	SPECIAL DEPARTMENTAL EXP	\$708.11
70868444	01/22/2025	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$2,099.00
70868445	01/22/2025	109359	LUIS MENDOZA	265	COUNTY P/R TRUST	265-207825	NOT APPLICABLE	UNIFORM ADVANCE	\$204.00

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70868446	01/22/2025	101000	MANTON VOL FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$30.00
70868448	01/22/2025	123038	MENDES SUPPLY COMPANY	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	\$79.97
70868449	01/22/2025	133522	MICHAEL JAMARCK	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868450	01/22/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	MEDICAL/DENTAL LAB SUPPLY	\$269.75
70868450	01/22/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	ANIMAL MEDS & SVC	\$751.85
70868450	01/22/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53800	DIV OF ANIMAL SE	INTERNAL ASSETS	\$685.82
70868451	01/22/2025	113380	OFFICE DEPOT	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE	\$121.13
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	4569586628-0	\$1,549.56
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2474242502-8	\$300.40
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	9090130622-6	\$8.06
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0673650287-0	\$283.89
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	9090130622-6	\$9.83
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	9090130622-6	\$4.16
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	9090130622-6	\$3.85
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	113	CHILD SUPPORT	5015-53300	CHILD SUPPORT SE	3680026792-8	\$1,059.41
70868452	01/22/2025	101231	PACIFIC GAS & ELECTRIC	220	TC SOLID WASTE M	4045-53300	TC/RB LANDFILL M	1357775899-1	\$626.82
70868454	01/22/2025	T00134	PAUL J HEANEY DECD	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	078380007 2024 re-issued warr	\$177.38
70868455	01/22/2025	110993	PERPETUAL STORAGE INC	101	GENERAL FUND	2071-53260	CLERK - RECORDER	RENT/LEASE OF BUILDINGS	\$330.96
70868456	01/22/2025	101349	RANCHO TEHAMA VOLUNTEER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$178.00

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			FIRE						
70868458	01/22/2025	122687	SARAH A MAYBERRY	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868462	01/22/2025	101627	STATE CONTROLLER'S OFFICE	408	SB2 HOUSING FEES	408-207761	NOT APPLICABLE	DUE TO OTHER GOVERNMENTS	\$106,915.30
70868463	01/22/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53603	PARKS & RECREATI	GERBER DEC 24	\$200.00
70868463	01/22/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53605	PARKS & RECREATI	BEND DEC 24	\$125.00
70868463	01/22/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	RIDGEWAY DEC 24	\$90.00
70868465	01/22/2025	115120	TEHAMA STORAGE LP	101	GENERAL FUND	2077-53260	PLANNING DEPARTM	RENT/LEASE OF BUILDINGS	\$780.00
70868466	01/22/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	5062-53120	COMMUNITY ACTION	642639291-00001	\$404.83
70868466	01/22/2025	117079	VERIZON WIRELESS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	642639291-00001	\$2,835.67
70868466	01/22/2025	117079	VERIZON WIRELESS	116	SENIOR NUTRITION	5063-53120	SENIOR NUTRITION	642639291-00001	\$36.89
70868466	01/22/2025	117079	VERIZON WIRELESS	257	TC IHSS PUBLIC A	5101-53120	TC IHSS PUBLIC A	642639291-00001	\$36.89
70868467	01/22/2025	101810	VINA VOLUNTEER FIRE DEPARTMENT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	DECEMBER STIPEND	\$60.00
70868468	01/22/2025	132526	WILLIAM MASON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	PREPOSITION	\$227.00
70868469	01/22/2025	111106	ZOETIS	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	ANIMAL MEDS & SVC	\$487.19
00000167	01/23/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	6021-53170	LIBRARY	MAINTENANCE OF EQUIPMENT	\$70.00
00000167	01/23/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2037-53230	PROBATION	PROFESSIONAL/SPECIAL SERV	\$80.00

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00000168	01/23/2025	105814	MIKE'S HEATING AND AIR INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	MAINTENANCE OF EQUIPMENT	\$210.00
00000169	01/23/2025	101653	SUBURBAN PROPANE	101	GENERAL FUND	7013-53300	CAMP TEHAMA	1636-136293	\$620.73
70868474	01/23/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL SERV	\$168.00
70868475	01/23/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	2079-53240	L.A.F.C.O	PUBLICATION/LEGAL NOTICES	\$110.14
70868476	01/23/2025	124489	CEP AMERICA CALIFORNIA	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	R.A SISKIYOU COUNTY	\$166.40
70868477	01/23/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	6021-53120	LIBRARY	COMMUNICATIONS	\$124.47
70868477	01/23/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	COMMUNICATIONS	\$1,465.18
70868477	01/23/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	COMMUNICATIONS	\$3,235.18
70868478	01/23/2025	115630	CPOC FOUNDATION	106	PUBLIC SAFETY	2037-53290	PROBATION	SB 823 TRAINING GALLINO	\$500.00
70868479	01/23/2025	126777	CLIFTONLARSONALLEN, LLP	101	GENERAL FUND	1105-53231	PROFESSIONAL COU	A297059	\$28,570.00
70868480	01/23/2025	124789	DANIEL GALLINO	106	PUBLIC SAFETY	2037-53290	PROBATION	PER DIEM / HOTEL	\$865.37
70868481	01/23/2025	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	141852	\$128.00
70868481	01/23/2025	103045	DEPT OF JUSTICE	106	PUBLIC SAFETY	2037-53230	PROBATION	141852	\$51.00
70868482	01/23/2025	120720	DS SERVICES OF AMERICA INC	101	GENERAL FUND	6021-53140	LIBRARY	HOUSEHOLD EXPENSE	\$48.49
70868483	01/23/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$162.64
70868484	01/23/2025	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	FOOD	\$4,200.00
70868485	01/23/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL SERV	\$12,550.67

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70868485	01/23/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$3,316.73
70868485	01/23/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5022-55397	PUBLIC ASSISTANC	COMMUNITY BASE RESOURCE	\$2,138.30
70868486	01/23/2025	113176	EVIDENT CHANGE	106	PUBLIC SAFETY	2037-53290	PROBATION	EMPLOYEE TRAVEL/TRAINING	\$11,480.00
70868487	01/23/2025	135926	HAYDEE ARELLANO	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	POSTAGE REIMB	\$31.86
70868488	01/23/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7013-53170	CAMP TEHAMA	MAINTENANCE OF EQUIPMENT	\$376.61
70868489	01/23/2025	118426	JENNIFER SISNEROS, TRUSTEE	101	GENERAL FUND	6021-53180	LIBRARY	MTCE STRUCT-IMPRV-GROUNDS	\$30.00
70868489	01/23/2025	118426	JENNIFER SISNEROS, TRUSTEE	101	GENERAL FUND	6021-53280	LIBRARY	SPECIAL DEPARTMENTAL EXP	\$7.88
70868490	01/23/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2032-53220	JAIL	OFFICE EXPENSE	\$169.85
70868491	01/23/2025	110108	MATTHEW BENDER & CO	101	GENERAL FUND	6021-5322023	LIBRARY	PRINTED LIBRARY MATERIALS	\$600.24
70868492	01/23/2025	119963	MAX L MORENO	106	PUBLIC SAFETY	2037-53290	PROBATION	ARREST & CONTROL	\$203.00
70868493	01/23/2025	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	GLENN C A	\$299.00
70868493	01/23/2025	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	MEDICAL/DENTAL LAB SUPPLY	\$299.00
70868493	01/23/2025	124624	MEDICAL DIAGNOSTIC LABORATORIE	106	PUBLIC SAFETY	2036-53190	JUVENILE HALL	SIS I C	\$225.50
70868494	01/23/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	HOUSEHOLD EXPENSE	\$784.60
70868495	01/23/2025	120387	MICHAEL E SHAFFER	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	PROFESSIONAL/SPECIAL SERV	\$6,841.66

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70868495	01/23/2025	120387	MICHAEL E SHAFFER	106	PUBLIC SAFETY	2035-53260	DAY REPORTING CE	RENT/LEASE OF BUILDINGS	\$4,908.33
70868496	01/23/2025	132269	NITYAM LLC	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS	\$720.00
70868497	01/23/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE EXPENSE	\$70.91
70868497	01/23/2025	116981	NORCAL PRESORT	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	OFFICE EXPENSE	\$563.78
70868498	01/23/2025	106919	NORTHERN CAL CHILD DEVELOPMENT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$63,237.51
70868499	01/23/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2035-53230	DAY REPORTING CE	PROFESSIONAL/SPECIAL SERV	\$3,500.21
70868499	01/23/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROFESSIONAL/SPECIAL SERV	\$3,500.21
70868499	01/23/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2037-53230	PROBATION	PROFESSIONAL/SPECIAL SERV	\$3,500.21
70868500	01/23/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	OFFICE EXPENSE	\$525.93
70868500	01/23/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	HOUSEHOLD EXPENSE	\$356.56
70868501	01/23/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	4977672838-5	\$42.54
70868501	01/23/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5015443044-6	\$703.28
70868501	01/23/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5019339502-2	\$9.86
70868501	01/23/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7013-53300	CAMP TEHAMA	5576410026-3	\$20.78
70868501	01/23/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	4402923101-4	\$7,999.94
70868502	01/23/2025	112147	PANORAMIC SOFTWARE INC	101	GENERAL FUND	2073-53170	PUB GUARDIAN / P	MAINTENANCE OF EQUIPMENT	\$1,750.00
70868503	01/23/2025	128912	PLACEWORKS INC	101	GENERAL FUND	2077-53230	PLANNING	PROFESSIONAL/SPECIAL	\$135.00

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							DEPARTM	SERV	
70868504	01/23/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$1,387.02
70868505	01/23/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	FOOD	\$557.70
70868505	01/23/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$533.33
70868506	01/23/2025	106920	REBECCA ADAMS	101	GENERAL FUND	1021-53290	AUDITOR CONTROLL	EMPLOYEE TRAVEL/TRAINING	\$318.96
70868507	01/23/2025	110235	REDWOOD TOXICOLOGY	106	PUBLIC SAFETY	2037-532393	PROBATION	LAB SERVICES	\$924.00
70868508	01/23/2025	134907	SHASTA-TEHAMA-TRINITY JOINT	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROFESSIONAL/SPECIAL SERV	\$2,615.91
70868509	01/23/2025	136569	SPRING TIME LLC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	CLIENT EXPENSE 133	\$692.50
70868510	01/23/2025	131147	STEVE WESTABY	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$300.00
70868511	01/23/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	101	GENERAL FUND	6021-53230	LIBRARY	PROFESSIONAL/SPECIAL SERV	\$337.50
70868511	01/23/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	106	PUBLIC SAFETY	2037-53220	PROBATION	OFFICE EXPENSE	\$580.00
70868512	01/23/2025	114627	TEHAMA SUPERIOR COURT	106	PUBLIC SAFETY	2030-53230	COURT SECURITY	5062542 QRT 1 24/25 SECURITY	\$44,297.44
70868513	01/23/2025	133407	THE EMBROIDERY SHOPPE	101	GENERAL FUND	2077-53220	PLANNING DEPARTM	OFFICE EXPENSE	\$59.45
70868514	01/23/2025	134089	TIA BRANTON TRUSTEE	101	GENERAL FUND	2062-53220	CODE/ MARIJUANA E	OFFICE EXPENSE	\$60.00
70868515	01/23/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	FOOD	\$3,129.40
70868515	01/23/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	HOUSEHOLD EXPENSE	\$481.00
70868516	01/23/2025	120407	VERIZON BUSINESS	101	GENERAL FUND	7013-53170	CAMP TEHAMA	MAINTENANCE OF EQUIPMENT	\$41.58

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70868517	01/23/2025	103756	CHRIS DITTNER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	CLIENT EXP 42	\$1,050.00
00000170	01/24/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	1025-53210	PURCHASING	SMOG CERT	\$102.00
00000171	01/24/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	4543	\$66.58
00000171	01/24/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	4543	\$106.04
00000171	01/24/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	4543	\$171.36
00000171	01/24/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	4543	\$121.93
00000172	01/24/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$15,933.40
00000172	01/24/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	\$16,517.73
70868518	01/24/2025	129624	AEGIS TREATMENT CENTERS, LLC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	52-105_09/24	\$31,856.78
70868518	01/24/2025	129624	AEGIS TREATMENT CENTERS, LLC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	52-146_09/24	\$64,978.92
70868519	01/24/2025	134185	AGILE OCCUPATIONAL MEDICINE PC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	EM036980	\$480.00
70868520	01/24/2025	107355	AIRGAS USA LLC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	5512854133	\$45.22
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391032882	\$18.60
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391032893	\$26.45
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	9391058492	\$10.08
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391032882	\$2.84
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391032893	\$5.54

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70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	9391058492	\$3.47
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391032893	\$9.84
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	9391058492	\$8.83
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032877	\$0.08
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032882	\$1.89
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391032893	\$7.38
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	9391058492	\$6.31
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	9391032921	\$31.53
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	1076-53120	PROPERTY PLANNIN	9391032893	\$6.15
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032879	\$159.71
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	9391032903	\$31.55
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	9391032870	\$140.41
70868521	01/24/2025	103939	AT&T	101	GENERAL FUND	5060-53120	VETERANS SERVICE	9391032938	\$65.65
70868521	01/24/2025	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032877	\$0.02
70868521	01/24/2025	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032882	\$8.20
70868521	01/24/2025	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391032893	\$6.15
70868521	01/24/2025	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	9391058492	\$2.84

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70868522	01/24/2025	T00252	ATLAS OPERATING LLC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	089230032000 2024	\$563.86
70868522	01/24/2025	T00252	ATLAS OPERATING LLC	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	089990022000 2024	\$28.74
70868523	01/24/2025	134521	AVAYA INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	2734896864	\$124.75
70868523	01/24/2025	134521	AVAYA INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	2734896864	\$214.65
70868523	01/24/2025	134521	AVAYA INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	2734896864	\$60.94
70868523	01/24/2025	134521	AVAYA INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	2734896864	\$55.10
70868524	01/24/2025	109635	BHC SIERRA VISTA HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	04126-062724B	\$1,456.00
70868525	01/24/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64121690005112	\$144.00
70868526	01/24/2025	122767	BLACK CREEK INTEGRATED SYSTEMS	106	PUBLIC SAFETY	2032-53230	JAIL	S042810	\$16,800.03
70868526	01/24/2025	122767	BLACK CREEK INTEGRATED SYSTEMS	106	PUBLIC SAFETY	2032-53230	JAIL	SP05036.18	\$42,235.00
70868527	01/24/2025	133935	BRIAN LAIR	112	HEALTH SERVICES	40251-53290	CLINIC SERVICES	AOA MEMBER RENEW	\$593.00
70868528	01/24/2025	132407	CAPITAL ONE	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	1659227844-121924	\$831.81
70868528	01/24/2025	132407	CAPITAL ONE	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	1659227844-121924	\$489.00
70868529	01/24/2025	131052	CARISSA CRAWFORD	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	020425	\$46.00
70868530	01/24/2025	115297	CENTRAL VALLEY TOXICOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	338181	\$360.00
70868530	01/24/2025	115297	CENTRAL VALLEY TOXICOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	338532	\$235.00
70868530	01/24/2025	115297	CENTRAL VALLEY TOXICOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	338533	\$360.00
70868530	01/24/2025	115297	CENTRAL VALLEY TOXICOLOGY	101	GENERAL FUND	2072-53230	SHERIFF -	338815	\$380.00

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			INC				CORONE		
70868531	01/24/2025	120435	DANIEL R KENNEDY	101	GENERAL FUND	5062-53260	COMMUNITY ACTION	217405	\$60.00
70868531	01/24/2025	120435	DANIEL R KENNEDY	108	SOCIAL SERVICES	5013-53260	SOCIAL SERVICES	217405	\$540.00
70868532	01/24/2025	133919	DATA STRATEGY CONSULTING LLC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	1083	\$11,100.00
70868533	01/24/2025	112795	DEBRA KAY FRANSETH	112	HEALTH SERVICES	40301-53230	CALIF CHILDREN S	123124	\$13,100.00
70868534	01/24/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40121-53800	PUBLIC HEALTH	10790295301 PO 9520	\$396.12
70868534	01/24/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40121-53800	PUBLIC HEALTH	PO 9519 10790277751	\$119.42
70868534	01/24/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40131-53800	MENTAL HEALTH	10790295301 PO 9520	\$720.41
70868534	01/24/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40171-53800	DRUG & ALCOHOL	10790295301 PO 9520	\$210.05
70868534	01/24/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40251-53800	CLINIC SERVICES	10790295301 PO 9520	\$172.72
70868535	01/24/2025	103045	DEPT OF JUSTICE	418	SHERIFF DOJ SERV	418-301800	NOT APPLICABLE	786345	\$2,810.00
70868536	01/24/2025	100535	DEPT OF TRANSPORTATION	105	FIRE FUND	2042-53291	FIRE SCH C VOL	25003242	\$79.30
70868537	01/24/2025	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	010325	\$30.00
70868538	01/24/2025	104716	DIVERSIFIED SERVICES/COPY CENT	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	23596	\$454.73
70868539	01/24/2025	127756	EMPOWER TEHAMA	101	GENERAL FUND	1105-532334	PROFESSIONAL COU	QTR #2 FY 24	\$3,173.00
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	31868668	\$2,355.60
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	31732598	\$2,442.72

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70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	31761757	\$2,855.92
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	31732598	\$4,095.35
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	31761757	\$2,962.14
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	31732598	\$205.88
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	31761757	\$195.68
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	31732598	\$30.72
70868540	01/24/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	31761757	\$61.28
70868541	01/24/2025	131988	FRESNO OXYGEN	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	0063497859	\$129.82
70868542	01/24/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2061-53291	AGRICULTURE COMM	343615	\$223.34
70868542	01/24/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2078-53291	DIV OF ANIMAL SE	343615	\$84.88
70868542	01/24/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	343233	\$1,650.77
70868542	01/24/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	343587	\$2,661.24
70868542	01/24/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	343596	\$1,867.17
70868543	01/24/2025	135759	JENNIFER K GARCIA CONTRERAS	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	TRANSPORTATION EXPENSE	\$279.95
70868544	01/24/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	102976230	\$495.01
70868544	01/24/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	102976258	\$166.02
70868545	01/24/2025	123948	LEXIS NEXIS RISK SOLUTIONS	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	1100079835	\$695.60

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70868546	01/24/2025	100931	LIFE ASSIST INC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	1546542	\$876.07
70868546	01/24/2025	100931	LIFE ASSIST INC	105	FIRE FUND	2042-53280	FIRE SCH C VOL	1546588	\$266.41
70868547	01/24/2025	109890	LIZ VELLUTINI	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	PARKING	\$12.00
70868548	01/24/2025	112496	LYNN E FRITZ, LMFT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	2025T-01	\$735.28
70868549	01/24/2025	132936	MAIN STREET CAR WASH	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	1192	\$18.00
70868550	01/24/2025	134851	MCENTIRE LANDSCAPING INC	117	TRANSPORTATION O	3037-53180	TRAX	51575	\$780.00
70868551	01/24/2025	129181	MCKESSON MEDICAL	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	23118562	\$415.19
70868552	01/24/2025	125299	MEGAN HAWKINS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	EE MEAL	\$11.18
70868553	01/24/2025	123951	MERGERS MARKETING INC.	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	182549	\$2,250.00
70868554	01/24/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	ANETH UNIV F CIRC	\$13.72
70868554	01/24/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	GLUTURE TISSUE ADHES	\$74.11
70868554	01/24/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	LUBE OB STERILE NON SPER	\$6.32
70868554	01/24/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	STERIL OK IND 4IN STEAM	\$19.98
70868554	01/24/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	ENROSITE FLAV TAB 68MG	\$207.77
70868555	01/24/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	BD0541320	\$2,461.81
70868555	01/24/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	BD0546907	\$2,365.20
70868555	01/24/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$13,107.15
70868555	01/24/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	BD0546907	\$874.80
70868555	01/24/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/SPECIAL SERV	\$4,847.85
70868555	01/24/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	BD0541320	\$2,461.80
70868556	01/24/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	OFFICE EXPENSE	\$190.63

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70868557	01/24/2025	123496	NORTH AMERICAN MENTAL HEALTH S	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/SPECIAL SERV	\$880.00
70868558	01/24/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	105	FIRE FUND	2042-53220	FIRE SCH C VOL	OFFICE EXPENSE	\$314.41
70868558	01/24/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	OFFICE EXPENSE	\$236.67
70868559	01/24/2025	113442	OPTUM360	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	OFFICE EXPENSE	\$335.90
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0348332864-1	\$117.51
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3395590579-0	\$70.84
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	6174749535-8	\$437.34
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7477614270-0	\$48.82
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	3466590695-3	\$1,105.04
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	9508521897-2	\$3,771.52
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	9550188561-0	\$1,849.87
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2028-53300	AUTO SHOP	0254503023-7	\$615.85
70868560	01/24/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2031-53300	WORK FARM	7199495590-5	\$815.61
70868561	01/24/2025	102904	PITNEY BOWES	106	PUBLIC SAFETY	2027-53220	SHERIFF	OFFICE EXPENSE	\$500.00
70868562	01/24/2025	135417	PITNEY BOWES INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RENT/LEASE OF EQUIPMENT	\$574.07
70868562	01/24/2025	135417	PITNEY BOWES INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	RENT/LEASE OF EQUIPMENT	\$248.12
70868562	01/24/2025	135417	PITNEY BOWES INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	RENT/LEASE OF EQUIPMENT	\$10.72
70868562	01/24/2025	135417	PITNEY BOWES INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RENT/LEASE OF EQUIPMENT	\$56.13
70868563	01/24/2025	130929	PRAXIS WITH INTEGRITY CONSULTI	112	HEALTH SERVICES	40131-53290	MENTAL HEALTH	EMPLOYEE TRAVEL/TRAINING	\$250.00
70868564	01/24/2025	103866	PROFESSIONAL MEDICAL COPY	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/SPECIAL	\$440.20

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70868565	01/24/2025	106620	RALEYS IN STORE CHARGE	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	SCHOOL READINESS	\$908.55
70868566	01/24/2025	111621	RANCACS	101	GENERAL FUND	2061-53200	AGRICULTURE COMM	MEMBERSHIPS & DUES	\$50.00
70868567	01/24/2025	101371	RED BLUFF GLASS COMPANY	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	TRANSPORTATION EXPENSE	\$55.00
70868568	01/24/2025	110235	REDWOOD TOXICOLOGY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$291.50
70868569	01/24/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	\$121.74
70868570	01/24/2025	135605	SPECTRUM	105	FIRE FUND	2042-53120	FIRE SCH C VOL	8413120110150323	\$106.24
70868571	01/24/2025	109396	STEVE DICKERSON	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	EMPLOYEE TRAVEL/TRAINING	\$15.00
70868572	01/24/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	101	GENERAL FUND	2061-53230	AGRICULTURE COMM	PROFESSIONAL/SPECIAL SERV	\$270.00
70868572	01/24/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	\$22,480.96
70868572	01/24/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	F5T-SR FY 24/25 2ND PMT	\$63,560.99
70868573	01/24/2025	111159	TELEPACIFIC COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	COMMUNICATIONS	\$764.66
70868574	01/24/2025	134948	UBEO MIDCO LLC	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	PROFESSIONAL/SPECIAL SERV	\$48.74
70868575	01/24/2025	127828	UNIVERSITY OF WISCONSIN	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	ANIMAL MEDS & SVC	\$330.00
70868576	01/24/2025	101306	U S POSTAL SERVICE	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	OFFICE EXPENSE	\$196.00
70868577	01/24/2025	125719	VCA ANIMAL HOSPITALS, INC.	106	PUBLIC SAFETY	2027-5323016	SHERIFF	K-9 PROFESSIONAL SERVICE	\$710.89

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70868578	01/24/2025	102610	WASTE MANAGEMENT CORPORATE SER	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4-02056-55000	\$58.36
70868579	01/24/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	603	TC FLOOD CTRL/WA	60310-53240	TC FLOOD CTRL/WA	6873604	\$206.99
70868580	01/24/2025	101231	PACIFIC GAS & ELECTRIC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	\$26.70



Tehama County

Agenda Request Form

File #: 25-0123

Agenda Date: 2/11/2025

Agenda #: 2.

AUDITOR'S CLAIMS

Requested Action(s)

- a) Court Operations, 2026-53221, Timothy M. Prentiss II, \$43,428
- b) Court Operations, 2026-53221, Timothy M. Prentiss II, \$57,299
- c) Court Operations, 2026-53221, Center for Cognition and Compassion: Psychological Corporation, \$9,587.50

Financial Impact:

As Listed.

Background Information:

None.

COUNTY OF TEHAMA

STATE OF CALIFORNIA

CLAIM/AUTHORIZATION FOR RELEASE OF FUNDS

CLAIMANT'S NAME: Timothy M. Prentiss II
ADDRESS: 1702 Placer St. Redding CA 96001

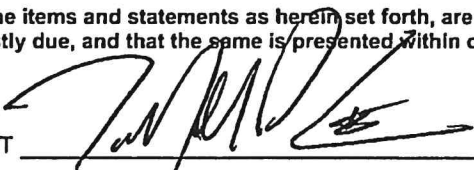
AUDITORS USE ONLY	
COUNTY CLAIM NO:	
VENDOR NO: 127978	KP & VERIFIED:

(Do not address if transaction is between county departments)


				DEPARTMENT USE	
DEPARTMENT: Defense Counsel			PURCHASE ORDER/AGREEMENT NO:		
FUND/DEPT	ACCT. NO	PROJECT NO.	ACCT. NO.	WARRANT DESCRIPTIONS (25 positions)	AMOUNT
2026	53230 53221			People vs Case Numbers: 20CR000079, 20CR002951, 22CR900003 & 22CR001892. 115125	\$57,739.00
DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.				TOTAL ▶
	11/10/20 entry 11 months prior to appointment Balance is a reasonable fee (m)				\$57,739.00 57,299 approved (m)
Purchase Order Required:		Agreement Required:			
<ul style="list-style-type: none"> Supplies over allowed maximum Supplies + labor or installation charges One-time Services (Ins. must be on file) Write P.O. Number above & attach to claim 		<ul style="list-style-type: none"> All services except one-time Insurance must be on file Write Agreement number above 			

Under penalty of perjury, I certify: that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITOR USE ONLY	
I hereby certify that the above claim was examined and approved by this office.	
KRISTA PETERSON Auditor/Controller	
By <u>AZ 11/23/24</u>	Deputy County Auditor
BOARD OF SUPERVISORS	
Approved: Date _____	
Chairman _____	

CLAIMANT 

I hereby certify, under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code. Furthermore, that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above that the articles or services have been delivered or performed as stated hereon except as otherwise indicated by me.

SIGNED  11/8/25
Department Head or Authorized Signature/Date

COUNTY OF TEHAMA
STATE OF CALIFORNIA
CLAIM/AUTHORIZATION FOR RELEASE OF FUNDS

CLAIMANT'S NAME: Timothy M. Prentiss II
 ADDRESS: 1702 Placer St. Redding CA 96001

AUDITORS USE ONLY	
COUNTY CLAIM NO:	
VENDOR NO: 127978	KP & VERIFIED:

(Do not address if transaction is between county departments)

				DEPARTMENT USE	
DEPARTMENT: Defense Counsel				PURCHASE ORDER/AGREEMENT NO:	
FUND/DEPT	ACCT. NO	PROJECT NO.	ACCT. NO.	WARRANT DESCRIPTIONS (25 positions)	AMOUNT
2026	53230			People vs	\$44,044.00
	53221			Case Numbers: 21CR000245 & 22CR000493	
				11/9/25	
				Appointment of Conflict Counsel	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.	TOTAL	
	<p><i>Reductions based on increases from prior billing with no explanation. Court funds balance a reasonable fee (m)</i></p> <p>Purchase Order Required:</p> <ul style="list-style-type: none"> • Supplies over allowed maximum • Supplies + labor or installation charges • One-time Services (Ins. must be on file) • Write P.O. Number above & attach to claim <p>Agreement Required:</p> <ul style="list-style-type: none"> • All services except one-time • Insurance must be on file • Write Agreement number above 	\$44,044.00	43,428 approved

Under penalty of perjury, I certify: that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITOR USE ONLY	
I hereby certify that the above claim was examined and approved by this office.	
By <u>AZ 1/23/25</u>	KRISTA PETERSON Auditor/Controller
Deputy County Auditor	
BOARD OF SUPERVISORS	
Approved: Date _____	
Chairman	

CLAIMANT *[Signature]*

I hereby certify, under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code. Furthermore, that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above that the articles or services have been delivered or performed as stated hereon except as otherwise indicated by me.

SIGNED *[Signature]* 1/19/25

Department Head or Authorized Signature/Date

COUNTY OF TEHAMA
STATE OF CALIFORNIA

AUDITORS USE ONLY	
COUNTY CLAIM No:	
VENDOR No: 1000192	KP & VERIFIED:

CLAIM / AUTHORIZATION FOR RELEASE OF FUNDS
Center for Cognition and Compassion
 CLAIMANT'S NAME AMIR RAMEZANI, PHD Psychological Corporation
 ADDRESS 901 H St Ste 120-107
Sacramento, CA 95814

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:							
FUND	DEPT	ACCT. No.	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	AMOUNT	
53221	2026				IN THE MATTER OF	\$9,587.50	
					22JU000046 1/2/25		
DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED					TOTAL	
12/20/2024	IN THE MATTER OF 22JU000046						\$9,587.50
	Ex Parte Request for Forensic Evaluation						

Original: Auditor
 Copy 1: Claims File
 Copy 2:
 Copy 3:

Purchase Order Required:
 o Supplies over allowed maximum
 o Supplies + labor or installation charges
 o One-time services (Insurance must be on file)
 o Write P.O. Number above & attach to claim.

Agreement Required:
 o All services except one-time
 o Certificate of Insurance must be on file
 o Write Agreement Number above.

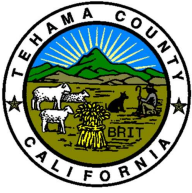
Under penalty of perjury, I certify that the above claim, and the items and statements as herein set forth, are true and correct; that no part has been paid, that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

AUDITORS USE ONLY	
I hereby certify that the above claim was examined and approved by this office.	
Krista Peterson Auditor-Controller	
By	AZ 1/23/25
Deputy County Auditor	
BOARD OF SUPERVISORS	
Approved:	
Date	
Chairman	

CLAIMANT AMIR RAMEZANI, PHD

I hereby certify under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code. Furthermore, that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above or services have been delivered or performed as stated hereon except as otherwise indicated by me.

SIGNED *Krista Peterson* 1/2/2025
 Department Head or Authorized Signature / Date



Tehama County

Agenda Request Form

File #: 25-0140

Agenda Date: 2/11/2025

Agenda #: 3.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the Amendment #1 with LocumTenens.com, LLC (Misc. Agreement #2022-192), for the purpose of locating and arranging for locum tenens Psychiatrist(s), Psychiatric Nurse Practitioner(s), Physician's Assistant(s) and adding Psychologist(s) and Licensed Clinical Social Workers, thereby amending the rates set forth in Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/22 and shall terminate 6/30/25

Financial Impact:

The services are paid for by using Mental Health Realignment funds. There is no change to the allowable total maximum compensation amount. There is no impact on the General Fund.

Background Information:

The agreement with this vendor was reviewed and approved by the Board of Supervisors on 6/28/22 for the purpose of locating and arranging for Psychiatrists, Psychologists, Physician Assistants and/or Psychiatric Nurse Practitioners to provide medical services for the Department during periods of staffing shortages or vacation coverage either on-site or through telehealth. This amendment #1 includes Psychologists and Licensed Clinical Social Workers as potential provider types that the Department can utilize from this vendor. The amendment also updates the rates set forth in Exhibit A. There is no change to the maximum compensation amount allowed under this contract or the term of the agreement.

This is one of several locum tenens contracts the Department can utilize to provide temporary staffing arrangements for client services.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LOCUMTENENS.COM LLC

This Amendment to Agreement Number 2022-192, dated June 15, 2022 by and between the County of Tehama, through its Health Services Agency (County) and LOCUMTENENS.COM, LLC (Contractor) for the provision of locating and arranging for locum tenens, shall be amended as follows:

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs), and/or Psychologist(s), and/or Licensed Clinical Social Worker(s) (LCSWs) acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below. The term psychiatrist(s) shall include psychiatrist(s) that may provide telemedicine outpatient psychiatry utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County;
- b) Make payments to psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) providing medical coverage under this Agreement from payments made under this contract by County;
- c) be responsible for providing the billing information on the form provided by the County;
- d) shall require all psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) assigned to the County to participate in the County HIPAA (Health Insurance Portability and Accountability Act) compliance training prior to gaining access to County EMR or providing services to Tehama County beneficiaries.
- e) ensure that all psychiatrist(s)/PNP(s)/PA(s)/ Psychologist(s)/ LCSW(s) have a valid National Provider Identifier prior to placement at County.
- f) Shall comply with all contractual provisions pursuant to EXHIBIT B, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference.

Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

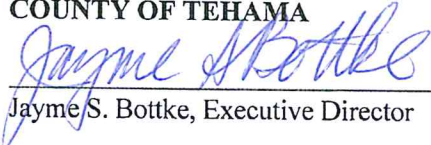
All references to the types of locum tenens providers shall hereafter include Psychologist(s) and Licensed Clinical Social Worker(s) (LCSW).

Exhibit A to be replaced in its entirety.


It is mutually agreed that all other terms and conditions of Agreement Number 2022-192 shall remain in full force and effect.

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

Date: 1-23-25

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 1/23/25

LOCUMTENENS.COM, LLC, a limited liability company

~~Kelly Glenn~~, Vice President – Psychiatry
Zach Richardson

106086
Vendor Number

53230
Budget Account Number

Exhibit A

Fees

PSYCHIATRY

County agrees to pay Contractor per psychiatrist:

\$1,920 - \$2,400 per day at the rate of \$240 - \$300 for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

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

If psychiatrist works less than 8 hours during any day, then at the rate of \$ \$240 - \$300 per hour for hours worked on site.

\$350 per hour for work over eight hours per day

\$350.00 for each weeknight that psychiatrist is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$750.00 for each weekend that psychiatrist is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of One Thousand (\$1,200.00) dollars will be charged.

TELEPSYCHIATRY

County agrees to pay Contractor per psychiatrist:

\$1,920 - \$2,400 per day at the rate of \$240 - \$290 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

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

If psychiatrist works less than 8 hours during any day, then at the rate of \$ \$240 - \$290 per hour for hours worked on Telemedicine.

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

PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Physician's Assistant:

\$1,600 per day for an eight-hour day.

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

If PA works less than 8 hours during any day, then at the rate of \$200 per hour for hours worked on site.

\$350.00 for each weeknight that PA is scheduled by County to remain on call.

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

\$550.00 for each weekend that PA is scheduled by County to remain on call.

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

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

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

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

When scheduling of PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

PSYCHIATRIC NURSE PRACTITIONER (PNP)

County agrees to pay Contractor per Psychiatric Nurse Practitioner:

\$1,440-\$1,680 per day at the rate of \$180-210 per hour for an eight-hour day.

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

If PNP works less than 8 hours during any day, then at the rate of \$180 - \$210 per hour for hours worked on site.

\$350.00 for each weeknight that PNP is scheduled by County to remain on call.

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

\$550.00 for each weekend that PNP is scheduled by County to remain on call.

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

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

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

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

When scheduling of PNP requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

PSYCHOLOGIST

County agrees to pay Contractor per Psychologist:

\$1,200 - \$1,600 per day at the rate of \$150-\$200 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

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

If psychologist works less than 8 hours during any day, then at the rate of \$150.00 - \$200 per hour for hours worked on site.

If psychologist works less than 8 hours during any day, then at the rate of \$150.00 - \$200 per hour for hours worked on site.

\$350.00 for each weeknight that psychologist is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450.00 for each weekend that psychologist is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of psychologist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

**TELEMEDICINE PSYCHIATRIC NURSE PRACTITIONER (PNP)
TELEMEDICINE PHYSICIAN'S ASSISTANT**

County agrees to pay Contractor per Telemedicine Psychiatric Nurse Practitioner or Physician's Assistant:

\$1,440-\$1,680 per day at the rate of \$180-210 per hour for an eight-hour day

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

If PNP works less than 8 hours during any day, then at the rate of \$180 - \$210 per hour for hours worked on telemedicine.

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

LICENSED CLINICAL SOCIAL WORKER

County agrees to pay Contractor per Licensed Clinical Social Worker (LCSW):

\$960 - \$1,200 per day at the rate of \$120 - \$150 per hour for an eight-hour day. The rates will be approved by the County prior to the LCSW providing coverage.

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

If LCSWS works less than 8 hours during any day, then at the rate of \$120-\$150 per hour for hours worked on site.

If LCSW works less than 8 hours during any day, then at the rate of \$120 - \$150 per hour for hours worked on site.

\$350.00 for each weeknight that LCSW is scheduled by County to remain on call.
(Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$450.00 for each weekend that LCSW is scheduled by County to remain on call.
(Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of LCSW requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Locumtenens.com LLC

Contract Description: For the purpose of locating and arranging for locum tenens

APPROVED AS TO FORM:



Date: 1/17/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

29.HEALTH SERVICES AGENCY

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrist(s), Psychiatric Nurse Practitioner(s) or Physician's Assistant(s) to provide medical services at the amounts set forth on Exhibit "A", with maximum compensation not to exceed \$600,000 in any one fiscal year, effective 7/1/22 and shall terminate 6/30/25.

(Miscellaneous Agreement #2022-192)


RESULT: **APPROVED [UNANIMOUS]**
MOVER: Bill Moule, Supervisor - District 1
SECONDER: Bob Williams, Supervisor - District 4
AYES: Moule, Leach, Garton, Williams, Carlson

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 28th day of June, 2022.

DATED: July 6, 2022.

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California



Deputy

**AGREEMENT
BETWEEN THE COUNTY OF TEHAMA
AND LOCUMTENENS.COM LLC**

This agreement is entered into between the County of Tehama through its Health Services Agency (“County”) and LocumTenens.com LLC, a limited liability company (“Contractor”) for the purpose of locating and arranging for locum tenens psychiatrist(s), psychiatric nurse practitioner(s), or physician’s assistant(s) to provide medical services at the placement address or by telemedicine.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- a) use its best efforts to locate and arrange for psychiatrist(s), and/or Psychiatric Nurse Practitioner(s) (PNPs) and/or Physician Assistant (PAs) acceptable to County and properly licensed for the placement to provide medical services from time to time as specifically requested by County and as mutually agreed upon by County and Contractor during the term described below. The term psychiatrist(s) shall include psychiatrist(s) that may provide telemedicine outpatient psychiatry utilizing telemedicine tools, supplies, support personnel or equipment that is offsite and not owned or provided by the County;
- b) Make payments to psychiatrist(s)/PNP(s)/PA(s) providing medical coverage under this Agreement from payments made under this contract by County;
- c) be responsible for providing the billing information on the form provided by the County;
- d) shall require all psychiatrists(s)/PNP(s) /PA(s) assigned to the County to participate in the County HIPAA (Health Insurance Portability and Accountability Act) compliance training prior to gaining access to County EMR or providing services to Tehama County beneficiaries.
- e) ensure that all psychiatrists(s)/PNP(s) /PA(s) have a valid National Provider Identifier prior to placement at County.
- f) Shall comply with all contractual provisions pursuant to EXHIBIT B, "COMPLIANCE AND PROGRAM INTEGRITY" attached hereto and incorporated by reference. Contractor will not be responsible for any falsification of information, purposeful or not, by any employee.

2. RESPONSIBILITIES OF THE COUNTY

During the term of this agreement, County shall:

- a) provide all instruments, tools, supplies, and support personnel necessary to enable the psychiatrist(s)/PNP(s)/PA(s) that are on-site to perform the medical services required;
- b) comply with American Medical Association, (“AMA”) and governmental procedural and ethical standards relating to patient care and other operations and to provide a reasonable work schedule and suitable practice environment for the psychiatrist(s)/PNP(s)/PA(s) to perform medical services;
- c) shall provide HIPAA (Health Insurance Portability and Accountability Act) compliance training to psychiatrists(s)/PNP(s) /PA(s) assigned to County prior to granting access to County EMR or establishing Tehama County beneficiary caseload.
- d) have the obligation to collect, and may retain, all fees generated by psychiatrist(s)/PNP(s)/PA(s) providing services under this Agreement.
- d) maintain all telemedicine equipment used by the County in good working order and repair. County shall provide system support for all telemedicine equipment used by the County for telemedicine outpatient Services provided by Contractor.

3. COMPENSATION

County agrees to pay to Contractor at the times and in the amounts set forth on Exhibit "A", attached hereto, all amounts due for psychiatrist(s)/PNP(s)/PA(s) services under this agreement after completing the duties described in this agreement. The total maximum compensation payable to Contractor under this agreement shall not exceed Six Hundred Thousand dollars and no cents (\$600,000.00) in any one fiscal year (July 1 – June 30). If County fails to make any payments when due, or to perform any of its obligations under this agreement, Contractor may declare termination of this agreement and shall be released from all obligations in law or equity to continue performance under this agreement. Termination shall not operate as a forfeiture of Contractor’s rights under this agreement, and the rights granted by this provision shall be in addition to any other rights which Contractor may have in law or in equity.

4. LITIGATION COSTS AND FEES

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

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2022, and shall terminate June 30, 2025, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

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

If this agreement is cancelled for convenience by County less than thirty and more than ten (10) days prior to the scheduled commencement of locum tenens services under this agreement, County shall pay to Contractor one-half (1/2) of the total sum due under this agreement, or one-half (1/2) of the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less. If County cancels this agreement within ten (10) days prior to the commencement or after the commencement of scheduled locum tenens services under this agreement, County shall pay to Contractor the full amount called for under this agreement or the total sum payable under this agreement for services scheduled within thirty (30) days of the effective date of notice to Contractor, whichever is less, plus the actual amount owing for services rendered to the date of cancellation. These charges represent liquidated and agreed upon damages for cancellation.

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

7. HIRING

This section applies only to hiring a psychiatrist(s)/PNP(s)/PA(s) in a permanent position.

Contractor encourages County to hire psychiatrist(s)/PNP(s)/PA(s) introduced to County in connection with this agreement for a permanent position. County agrees to pay a hiring fee in the amount of Forty Thousand Dollars and no cents (\$40,000.00) for any psychiatrist introduced to County by Contractor and to pay a hiring fee in the amount of Twenty Thousand Dollars and no cents (\$20,000.00) for any PNP(s)/PA(s) if that psychiatrist(s) or PNP(s)/PA(s):a) accepts a permanent position with County, or any organization or group owned by or affiliated with County, whether or not in County's actual community; or, b) accepts a permanent position in County's community if County deliberately provides any substantial enticements or substantially participates in any negotiations or agreements relating to that position.

The hiring fee shall be payable on the earlier of:

- a) the date any contract is made for the psychiatrist's/PNP's/PA's permanent position; or
- b) the date the psychiatrist's/PNP's/PA's permanent position commences.

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

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

Notwithstanding any other provision of this Agreement, or of any other Agreement between County and Contractor, no hiring fee shall be payable if a psychiatrist(s)/PNP(s)/PA(s) introduced to County in connection with this Agreement, or any other Agreement between County and Contractor,

provides locum tenens services to any party through a locum tenens program other than Contractor. Contractor shall not be entitled to any payment whatsoever by reason of such locum tenens services.

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

8. QUALIFICATIONS AND PERFORMANCE OF PSYCHIATRIST/PNP/PA

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

9. INDEPENDENT CONTRACTORS

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

10. DELAY

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

11. CULTURAL COMPETENCY

Contractor shall ensure that services delivered under the terms of this agreement reflect a

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

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect their confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- g. Contractor's staff shall receive cultural competency training and provide evidence of such training to County upon request.

12. CODE OF CONDUCT

Contractor shall comply with the Code of Conduct.

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

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and Contractor are committed to conducting their activities in accordance with the highest levels of ethics

and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and Contractor with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and Contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or Contractor to disciplinary action, up to or including termination of employment or contracted status.
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or Contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, or the Quality Assurance Manager, or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA;
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or Contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or Contractor;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:

- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Quality Assurance Manager any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;
- Shall not engage in or tolerate retaliation against employees or Contractor's employees who report or suspect wrongdoing.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

14. ENTIRE AGREEMENT; MODIFICATION

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

15. NON-ASSIGNMENT OF AGREEMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, subcontract, or sublet any obligations under this

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

16. 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.

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

17. INSURANCE

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

Three Million Dollars (\$3,000,000) aggregate per medical professional.

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

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

18. 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.

19. 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.

20. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status,

licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

21. 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.

22. 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.

23. GENERAL PROVISIONS

- a.) No Waiver: The failure of either party to exercise any of its rights under this agreement shall not be deemed to be a waiver of such rights.
- b.) Severability: If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

24. COUNTY PLACEMENT INFORMATION

Specialty: **Psychiatry or Psychiatric Nurse Practitioner or Physician Assistant**

Placement Address: 1860 Walnut St.
Mailing Address: Post Office Box 400
Red Bluff, CA 96080

Placement Telephone: (530) 527-5631

Contact person: Mental Health Director

25. 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
 PH: (530) 527-8491 FAX: (530) 527-0240
 Email: ContractsProcessing@tchsa.net

If to Contractor: LocumTenens.com, LLC.
 2655 Northwinds Parkway (Billing address 2575 Northwinds Parkway)
 Alpharetta, GA 30009
 PH: (800) 562-8663 FAX: (678) 221-5511
 Email: GraysonAndKate@locumtenens.com

Notices shall be deemed to be effective two days after mailing. Email address is provided as a convenience but does not replace the written notice requirement and effective date.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. EXHIBITS

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

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

Date: 6-19-22

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

Date: June 14, 2022

LOCUMTENENS.COM, LLC, a limited liability company

Kelly Glenn
Kelly Glenn, Vice President – Psychiatry

106086
Vendor Number

53230
Budget Account Number

EXHIBIT A

PSYCHIATRY

County agrees to pay Contractor per psychiatrist:

\$1,800.00 - \$2,160.00 per day at the rate of \$225 - \$270 for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

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

If psychiatrist works less than 8 hours during any day, then at the rate of \$ \$225.00 - \$270.00 per hour for hours worked on site.

\$337.50 per hour for work over eight hours per day

\$250.00 for each weeknight that psychiatrist is scheduled by County to remain on call.

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

\$500.00 for each weekend that psychiatrist is scheduled by County to remain on call.
(Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of locum tenens psychiatrist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of One Thousand (\$1,200.00) dollars will be charged.

TELEPSYCHIATRY

County agrees to pay Contractor per psychiatrist:

\$1,800.00 - \$2,160.00 per day at the rate of \$225 - \$270 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychiatrist providing coverage.

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

If psychiatrist works less than 8 hours during any day, then at the rate of \$ \$225.00 - \$260.00 per hour for hours worked on Telemedicine.

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

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PHYSICIAN'S ASSISTANT (PA)

County agrees to pay Contractor per Physician's Assistant:

\$1,200.00 per day for an eight-hour day.

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

If PA works less than 8 hours during any day, then at the rate of \$150.00 per hour for hours worked on site.

\$350.00 for each weeknight that PA is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$350.00 for each weekend that PA is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of PA requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

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PSYCHIATRIC NURSE PRACTITIONER (PNP)

County agrees to pay Contractor per Psychiatric Nurse Practitioner:

\$1,200.00 – 1,440.00 per day at the rate of \$150 - \$180 per hour for an eight-hour day.

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

If PNP works less than 8 hours during any day, then at the rate of \$150.00 per hour for hours worked on site.

\$350.00 for each weeknight that PNP is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$350.00 for each weekend that PNP is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of PNP requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of seven hundred fifty (\$750.00) dollars will be charged.

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PSYCHOLOGY (ADVANCED PRACTITIONER)

County agrees to pay Contractor per psychiatrist:

\$1,120.00 - \$1,280.00 per day at the rate of \$140 - \$160 per hour for an eight-hour day. The rates will be approved by the County prior to the Psychologist providing coverage.

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

If psychologist works less than 8 hours during any day, then at the rate of \$ \$140.00 - \$160.00 per hour for hours worked on site.

If psychologist works less than 8 hours during any day, then at the rate of \$140.00 - \$160.00 per hour for hours worked on site.

\$350.00 for each weeknight that psychologist is scheduled by County to remain on call. (Weeknight shall mean from 5:00PM Monday to 8:00AM Tuesday, 5:00PM Tuesday to 8:00AM Wednesday, 5:00PM Wednesday to 8:00AM Thursday, and 5:00PM Thursday to 8:00AM Friday)

\$350.00 for each weekend that psychologist is scheduled by County to remain on call. (Weekend mean 5:00PM Friday to 8:00AM Monday)

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

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

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

When scheduling of psychologist requires them to physically (excluding telephone coverage) remain in the placement community on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, a premium of six hundred fifty (\$650.00) dollars will be charged.

**TELEMEDICINE PSYCHIATRIC NURSE PRACTITIONER (PNP)
TELEMEDICINE PHYSICIAN'S ASSISTANT**

County agrees to pay Contractor per Telemedicine Psychiatric Nurse Practitioner or Physician's Assistant:

\$1,200.00 per day for an eight hour day.

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

If PNP works less than 8 hours during any day, then at the rate of \$150.00 per hour for hours worked on telemedicine.

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

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EXHIBIT B
COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

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

Exclusions Checks

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

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

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

Ownership Disclosure

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

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

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or

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

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

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

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

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

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

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

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

Exhibit B is three pages

E-Contract Review
Approval as to Form

Department Name: HSA

Vendor Name: LocumTenens.com, LLC

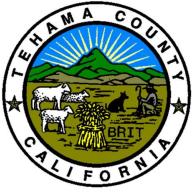
Contract Description: Agreement with LocumTenens.com, LLC, for the purpose of locating and arranging for locum tenens Psychiatrist(s), Psychiatric Nurse Practitioner(s) or Physician's Assistant(s) to provide medical services

APPROVED AS TO FORM:

Margaret Long

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

Date: 6/16/22



Tehama County

Agenda Request Form

File #: 25-0144

Agenda Date: 2/11/2025

Agenda #: 4.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No.1 with Willow Glen Care Center (Misc. Agreement #2024-198) for the purpose of providing community residential treatment services for the rates set forth in Exhibit "E", thereby increasing the maximum compensation not to exceed to \$1,600,000 in any one fiscal year with total contract amount not to exceed \$3,200,000, effective 7/1/24 and shall terminate 6/30/26 (*subject to receipt of required insurance documentation*)

Financial Impact:

The amendment will increase the compensation amount by \$500,000 per fiscal year and \$1,000,000 to the total maximum amount. Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services.

Background Information:

On 6/25/24 the Board of Supervisors reviewed and approved Miscellaneous Agreement #2024-198. This Amendment No.1 will increase the compensation amount by \$500,000 per fiscal year. The Willow Glen Care Center facility has seen a steady increase in utilization by the County for patient care over the years. This facility handles the placement of both clients who need long term residential treatment services and for mentally ill adults requiring a step down from a higher level of acute psychiatric care. Approving this Amendment will allow for the use of appropriate level facilities by Tehama County Mental Health clients. If the agreement is not approved, clients who could be served by Willow Glen Care Center would not be able to be placed there and the Department would need to find another comparable facility to place clients. This could result in clients being placed at farther distances and cause disruptions and delays for much needed services.

**AMENDMENT#1
TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND
WILLOW GLEN CARE CENTER**

This Amendment #1 to Agreement Number 2024-198, commencing on July 1, 2024, by and between the County of Tehama, through its Health Services Agency (“County”) and Willow Glen Care Center, a California corporation (Contractor) for the purpose of providing community residential treatment services shall be amended as follows:

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “E” after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed \$1,600,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed \$3,200,000. 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, director 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.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

It is mutually agreed that all other terms and conditions of Agreement # 2024-198 shall remain in full force and effect.

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


Date: 1-30-25

COUNTY OF TEHAMA


Jayme S. Bottke, Executive Director

Date: 1/22/25

WILLOW GLEN CARE CENTER a California corporation


Jeff Payne, Executive Officer

105571
Vendor Number

55407 & 55400
Budget Account Number

Standard Form of Amendment – Services adopted 4-27-10


Exhibit E

FEE SCHEDULE

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers
FROM: Jeff Payne, Executive Director 
DATE: 3/17/2024
RE: FY '24/'25 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-eighth year of service to the Counties in northern and central California. As we prepare for FY '24/'25, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '24/'25. The rate increase is principally the result of changing minimum wage laws in California affecting healthcare workers and the fast food industry. Market-appropriate increases to food and general supplies are also included in the new daily rate.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	\$260 a day
Casa Del Rio (Hanford, CA)	\$200 a day
Trinity Pines. (Chico, CA)	\$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at \$190a day 10 – 12 clients at \$245 a day 7 – 9 clients at \$305a day 0 – 6 clients at \$330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$215 a day 70 – 84 clients at \$240 a day 0 – 69 clients at \$250 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$385 a day 31 – 35 clients at \$405 a day 0 – 30 clients at \$435 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$410 a day

Residential Services/Board and Care as of 7/1/24

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2024 to coincide with the renewal of the Willow Glen Care Center's contract for FY '24/'25. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

End of Exhibit E

**AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
WILLOW GLEN CARE CENTER, a CALIFORNIA CORPORATION**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Willow Glen Care Center, a California corporation (“Contractor”) for the purpose of providing community residential treatment services and Lanterman Petris Short (LPS) declarations for clients of Tehama County determined by County’s Mental Health Division to be in need of such services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall:

- A. Provide residential treatment services to mentally disabled adult clients referred by County pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at Contractor’s facility located at 1547 Plumas Ct., Yuba City, California, Sequoia Psychiatric Treatment Center facility located at 1541 Plumas Ct., Yuba City, California and Trinity Pines facility located at 2753 White Avenue, Chico, California. Programs are described in Exhibit B attached hereto and made a part hereof by this reference.
- B. Comply with the Admission and Discharge Criteria as described in Exhibit C attached hereto and made a part hereof by this reference. All client admissions must be authorized in writing by the client (either personally or on their behalf by client’s guardian or conservator) and by County.
- C. Provide staffing at the Facility 24 hours per day, seven days per week.
- D. Provide one-to-one client supervision, (“Ancillary staff”) in situations where an assault with injury has occurred, severe property damage has been done and where behaviors require continuous supervision and monitoring for the safety of the client and others. Pre-approval by the Mental Health Director, or designee, must be obtained prior to providing this service.

Contractor shall provide only those services for which a written authorization from the County has been received. Services provided without prior written authorization from the County will be the responsibility of the Contractor and will not be reimbursed by the County.

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit “E” after satisfactorily completing the duties described in this Agreement. The total compensation payable to Contractor under this agreement shall not exceed \$1,100,000 in any one fiscal year (July-June). The Maximum Compensation payable under this Agreement shall not exceed \$2,200,000. 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, director 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.

Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

4. BILLING AND PAYMENT

On or before the 20th day of the month, Contractor shall submit to County an itemized statement on each client giving each client’s name, the dates of service and the charges for all services rendered during the preceding calendar month. Exhibit D, attached hereto and made a part hereof by this reference, is an example of said statement. Along with the monthly, itemized statement, Contractor shall provide a summary statement of total clients treated, the number of patient days and total charges. County shall make payment of all undisputed amounts within 30 days of the date the services were approved for payment. 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, 2024, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

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

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services

which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

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

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

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

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

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

17. AUTHORITY

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

18. NOTICES

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

If to County: Tehama County Health Services Agency
Attn: Executive Director
P.O. Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: Willow Glen Care Center
Attn: Chief Operations Officer
1547 Plumas Ct.
Yuba City, CA 95991
(530) 751-9900

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. EXHIBITS

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

27. FINANCIAL RELATIONSHIPS.

Contractor shall maintain statistical records in the manner provided by the State Health and Welfare Agency and make such records available to County as required by the Mental Health Director and the State Department of Health Care Services.

Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records of costs and expenditures shall be maintained for at least ten (10) years, or until audit

findings are resolved, and shall be open to inspection by the Health Services Agency Director, or designee, the State Controller, and the State Director of Health Care Services or designees. Contractor shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract (Government Code, Section 8546.7).

Contractor shall be liable for State Department of Health Care Services audit exceptions due to inadequate documentation as per medical necessity requirements and shall reimburse County for any recoupments ordered by the State within sixty (60) days of the date of the State or County's notice of such recoupment order. If Contractor fails to reimburse County within such period, County may offset the unpaid amount against any sums due from County to Contractor pursuant to this agreement or any other agreement of obligation.

28. FINANCIAL RECORDS.

Contractor shall maintain financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of the services rendered. Appropriate service and financial records must be kept pursuant to the laws and regulations of the State of California governing such programs.

29. REPORTING.

Contractor agrees to provide County with reports that may be required by State or Federal agencies for compliance with this Agreement. Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours. Contractor shall submit a year-end program summary in a format to be provided by County.

30. RECORDS.

Clinical records of each client shall be the property of Contractor and shall be kept at least ten (10) years or until audit findings are resolved. All such records shall be considered confidential client records in accordance with California Welfare and Institutions Code, Section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by the Tehama County Mental Health Director or designee. All expenses of copying

records and other documents shall be borne by the party seeking to review those records and/or documents.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual request a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the County to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

31. MONITORING.

Contractor agrees to extend to the Mental Health Director or designees, the right to review and monitor all records, programs, or procedures, at any time in regards to clients, as well as the overall operation of Contractor's program in order to ensure compliance with the terms and conditions of this agreement.

32. CODE OF CONDUCT.

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

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT

- All TCHSA employees and contractors:
- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Division Director, the Quality Assurance Manager, the Compliance Auditor, the Assistant Executive Director-Programs, or the Assistant Executive Director-Administration.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA;
- Shall notify their Supervisor, Division Director, Assistant Executive Director-Administration, the Assistant Executive Director-Programs, or Agency Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction;
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business;
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA;
- Shall disclose to their Division Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors;
- Shall not participate in any false billing of patients, governmental entities, or any other party;
- Shall not participate in preparation of any false cost report or other type of report submitted to the government;
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA:
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter;
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct;
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures;

- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

33. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The Contractor acknowledges that it is a “health care provider” for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor agrees to use individually identifiable healthcare information obtained from the County only for purposes of providing diagnostic or treatment services to patients.

Contractor agrees to report to County any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident.

34. CULTURAL COMPETENCY.

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

- A. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- B. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,

- F. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
- G. Contractor's staff shall receive cultural competency training and Contractor shall provide evidence of such training to County upon request.

35. CONFIDENTIALITY OF PATIENT INFORMATION.

All information and records obtained in the course of providing services under this agreement shall be confidential and Contractor shall comply with State and Federal requirements regarding confidentiality of patient information (including but not limited to section 5328 of the Welfare and Institutions Code, and Title 45, Code of Federal Regulations, including all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

36. PERSONNEL

Contractor shall furnish such qualified professional personnel as prescribed in Title 9 of the California Code of Regulations required for the type of services described in Section 1. All Contractor's personnel (including independent contractors) shall have the appropriate current State licensure required for their given profession.

37. COMPLIANCE AND PROGRAM INTEGRITY:

Contractor shall comply with all contractual provisions pursuant to Exhibit F, "COMPLIANCE AND PROGRAM INTEGRITY," attached hereto and incorporated by reference.

38. TELECOMMUNICATION FOR ASSESSMENTS OF CLIENTS:

Contractor will utilize "VSee" software platform tool or other platform or software approved by County at the request of the County to facilitate assessments of clients.

39. 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.

40. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104).”

41. BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

42. HATCH ACT

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

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

Date: 6-10-24

COUNTY OF TEHAMA

Jayne S. Bottke
Jayne S. Bottke, Executive Director

Date: 6/7/24

WILLOW GLEN CARE CENTER, a California corporation

Jeff Payne
Jeff Payne, Executive Director

105571
Vendor Number

55407 & 55400
Budget Account Number

Standard Form of Agreement – Services adopted 12/08/22

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B
PROGRAM DESCRIPTIONS

Willow Glen Care Center

Introduction

The Intensive Residential Care (ICR) Program is a dedicated 20-bed living area within the new Willow Glen Care Center building, specializing in residential care for chronically mentally ill adults who are unable to maintain residential placement because of difficult to manage behaviors.

The program combines psychopharmacologic, cognitive and behavioral management with individualized care planning to assist residents to manage psychiatric symptoms, stabilize their residential placement and develop optimal levels of functioning.

Mission Statement

The mission of the IRC is to provide to prepare residents with difficult behavioral for a transition to lower levels of care. The program provides short and long-term placement with quality and compassionate care in a safe and structured environment, while respecting the resident's dignity and respect.

IRC Program

The IRC Program provides a higher level of care for those residents that exhibit difficult behaviors including: those that are inappropriate to reside in a traditional board and care or independent living environment, those who need an intermediate placement before returning to a board and care, or those who are transitioning from an acute psychiatric inpatient program or I.M.D.

The Program is designed to assess and evaluate each resident and to develop an individualized care plan, which focuses on stabilizing the psychiatric condition and assisting the resident to achieve an optimal level of functioning. Residents are reviewed weekly by the multidisciplinary team to determine progress and to facilitate and develop a transition plan to a lower level of care when sufficient progress is made.

The Program accepts referrals from County Mental Health Agencies for residents who are LPS conserved from:

- Independent Living Situations
- Board and Care Homes
- Acute Psychiatric Hospitals/PHF's
- IMD's
- State Hospitals

The Intensive Residential Care staff has 24-hour access to psychiatric consultation in the event that staff need direction or support for behavioral management issues or medications. All prescription medications are managed by the IRC Medical Director. Medications are centrally stored and all residents are assisted by staff as necessary with routine and pm medications.

Behavioral skills management and daily living skills is provided by the Rehabilitation staff and the IRC staff. Safety surveillance is maintained by a 1:5 ratio of care providers to residents.

The IRC Behavioral Management methods include:

- Intensive staff supervision
- Continuous resident redirection
- Increased social interaction with peers and staff
- An atmosphere discouraging isolation and withdrawal
- Structured opportunities for development of social skills
- A safe environment to explore and improve functional capacities
- Preparation for transition to a lower level of care

If a resident experiences an acute psychiatric episode that is no longer manageable at the IRC level of care, the IRC staff will coordinate with the County Case Manager and Conservator for a proper inpatient referral. With appropriate County consultation and direction, residents may be referred directly to any appropriate inpatient facility. Two Psychiatric Health Facilities are available within one block of Willow Glen.

If a resident experiences an acute medical need, a Hospital Medical Center is located within ½ mile of the campus to provide for medical needs.

IRC Program Goals

- To provide a smooth transition for residents requiring a long term, stable placement.
- To reduce recidivism to higher levels of care.
- To prepare residents for a transition to a lower level of care.
- To provide programs focused on communication & behavior management that assist residents to develop coping skills, social skills and daily living skills.
- To prevent residents that are having a psychiatric crisis from needing an acute psychiatric intervention.
- To promote the optimal level of functioning and stabilization for each resident.

Evaluation and Resident Care

Resident care is directed by the Medical Director who is responsible for the planning, supervision and implementation of clinical services. The Medical Director also monitors the psychiatric and pharmacological needs of IRC residents. A primary care physician is available to assess and manage the resident's routine medical needs. Other qualified physicians may participate in the resident's care as necessary for specialty needs.

The Medical Director leads a multidisciplinary team to evaluate resident's needs and clinical progress. Professionals directly involved in the resident's evaluation and resident care process include the psychiatrist, a primary care physician, conservators, County case managers and rehabilitation specialist. This multidisciplinary team is responsible for a weekly review of clinical cases and includes the development of individualized care plans and a review of resident's progress.

Medical and Emergency Care Access

Routine medical surveillance for residents in the IRC is provided by consultation with a local Primary Care Provider. Emergency medical care is available through the local Hospital Emergency Room.

Pharmacy Services

Pharmaceutical services are provided by a licensed pharmacy. Medications are prepared by the pharmacy and are centrally stored at WGCC. The IRC staff observes and assists the resident with a self-administration medication protocol and records resident compliance with the process.

Rehabilitation Services

Medi-Cal eligible services will not be provided to residents in the IRC program. Residents may have access to the Willow Glen Rehabilitation Service as individual functioning abilities progress, which is determined by the multidisciplinary team in consultation with the County Case Manager/Conservator. Residents have the opportunity to participate in a regular activity program, which is specifically adapted and offered to residents in the IRC program. IRC residents do have access to all activity areas within the facility with staff supervision.

Staffing

The IRC is managed by a qualified Administrator and supervised by a Program Manager. A blend of professional and paraprofessional personnel complete the balance of the mental health staff including Rehabilitation Specialists, Mental Health Workers and Program Assistants. The IRC is staffed 24 hours a day, seven days a week.

All new IRC staff members receive an initial 20 hours of orientation and training and an additional 20 hours of training on an annual basis. The IRC staff also participates in the Willow Glen Care Center's regular training program to continually upgrade skills to assure qualified resident care. Each employee performs duties according to a criteria-based job description that reflects resident needs and defines required qualifications and competency standards.

Facility

Willow Glen is located at 1547 Plumas Court in Yuba City, California. The 40,000 square foot facility includes living rooms, kitchen, dining areas, social hall, beauty shop, personal laundry areas, and activity spaces. Each resident will reside in a semi private bedroom with a private bath. The new facility provides residents with walking paths, outdoor seating, covered gazebos and outdoor smoking areas. The facility also includes an indoor gymnasium, as well as, several patios, garden areas and lawn areas. The facility is designed to provide a comfortable, safe and warm home-like setting where residents can achieve a level of stability that allows them to pursue productive activities and interests and facilitate a plan to a lower level of care. The facility is designed with a "Secured Perimeter" which allows the perimeter fence to be locked for the benefit of resident safety.

Sequoia Psychiatric Treatment Center

Program Overview

Sequoia Psychiatric Treatment Center (SPTC) is a locked, 16-bed Mental Health Rehabilitation Center (MHRC) in Yuba City, California. The facility is licensed and certified by the California Department of Mental Health under the California Code of Regulations, Title 9, Division 1, to provide residential and rehabilitation services. The facility will serve mentally ill adults ages 18 and older who do not require a higher level of acute psychiatric care, but require stabilization of their mental health condition and temporarily require a higher level of care than licensed residential or independent living. The acuity level of these clients is fairly high and when necessary for reasons of safety, SPTC is licensed to seclude and/or restrain clients. In cases of medication non-compliance, conservator approval is obtained and medications may be administered via IM injections.

The goal of SPTC is to assist mental health clients to stabilize their mental health condition, optimize their functioning, and return to a less restrictive level of care. It is expected that referrals will come from two primary sources: higher levels of acute, locked, or other long-term placements, such as state hospitals and IMD's, or from lower levels of supervised or independent living. SPTC also accepts 1370 (IST) clients. SPTC provides a client-driven, clinician supervised rehabilitation program model that will assist the client in identifying, practicing and implementing those skills necessary to reduce the number of inpatient hospital days and maximize their opportunity to succeed in community-based living arrangements.

Program Goals and Objectives

Program focus will include those areas that historically are barriers to successful and lasting transition to less restrictive levels of care: medication management and education, interpersonal coping skills development, independent living skills education and practice, and self-advocacy. It is anticipated that clients will remain in the program until they are able to transition to an appropriate placement identified by their county of origin.

Program Services

To accomplish the aforementioned goals, SPTC provides Medication Support Services (including prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness, as well as the evaluation of the need for medication, evaluation of clinical effectiveness and side effects, the obtaining of informed consent, instruction in the use, risks and benefits of and alternatives for medication), Mental Health Services (individual and group therapies designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency). Rehabilitative Services that include, but are not limited to assistance in improving, maintaining, or restoring clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, and support resources, and medication education. Plan Development (Individual Service Plans), a service activity that consists of development of client plans, approval of client-driven plans, and monitoring of a client's progress. Service Activities include, but are not limited to, assessment, therapy, rehabilitation, and plan development.

The program will be staffed by professional and paraprofessionals, including two psychiatrists (providing Psychiatrist Services), a psychiatric physician's assistant (PA), nurse practitioners (CRNP and FNP), clinical psychologists (providing Psychologist Services), a Registered Nurse, LVN/LPTs, recreation therapist, Program Director, and Milieu Counselors. SPTC shall also provide Rehabilitative Mental Health Services including Medication Support services and Mental Health Services.

Floor staffing for a typical 24-hour period is 3 LPT's/LVNs, and 11 Milieu Counselors, and is managed by a Registered Nurse. Ancillary services such as medical appointments, consults, lab, dentistry, etc., will be made with appropriate referrals.

Clinical Program Elements

Every client's progress and needs are addressed 2 times per week by a licensed clinician during SPTC IDT meetings. Discharge planning is a key program goal, and every client is seen individually at least once per week for a more in-depth evaluation of his or her progress, unless there is clinical necessity for more frequent one-to-one meetings with the clinical staff. Medications are prescribed and/or adjusted, and medication education is performed, and a client-clinician discussion about the efficacy and side effects of the client's medication regimen occurs during a client's one-to-one meeting with a prescriber. Again, every client meets with a prescriber at least once a week. Following these individualized one-to-one meetings with a clinician, the clinician then meets again with the IDT at the end of the clinical day for a Team Review and Wrap-Up.

This intense approach to medication management, coupled with an extraordinary enhancement of clinical oversight, affords a profound level of professional therapeutic influence, atypical of the MHRC level of care.

Rehabilitation Elements

The Rehabilitation component is another enhanced segment employed at SPTC. This MHRC offers 27 Rehabilitation Groups, 11 Community Outings, and 14 Activities Groups per week. All of the groups and outings have been developed with these specific goals in mind: Discharge to lower levels of care and/or reintegration into the community. Program staff at SPTC strive to teach and instill the lessons of self-care and independence, rather than dependency.

Our Clinical and Rehabilitation components work hand in hand with our clients to assist them in reaching their best attainable level of functioning by conducting regular reviews and adjustments to each client's Individual Service Plan. Client input and ownership of their ISP is vital to our clients' success, and to this end we strongly encourage clients' participation in this process.

Philosophy

SPTC is acutely mindful of the gap we fill in regards to throughput for the mental health communities and systems we serve, and we are committed to adhering to our promise that we will continue to serve clients from both ends of the spectrum: Those clients from higher levels of care, such as acute inpatient and state hospital clients, and those clients from lower levels of care who have become too acute for their current setting.

Facility

The newly constructed facility provides 7500 square feet of living, program and office space, with generous indoor and outdoor activity spaces. The facility is located at 1541 Plumas Court Yuba City, California 95991.

Trinity Pines

Introduction

Trinity Pines is dedicated to providing a safe, empowering environment that promotes dignity, self-respect, and wellness and recovery for the individual consumer. Trinity Pines is an adult residential facility serving individuals ages 18-59 and is licensed by the Community Care Division of the State Department of Social Services. Trinity Pines is located in Chico, California and operated by Willow Glen Care Center, a nonprofit 501(c)(3) corporation in California.

Program Goals

The program will provide adult consumers requiring residential and mental health services with a community-based alternative to hospitalization or institutional placements. The program provides 24-hour per day, seven days per week structured, therapeutic milieu for consumers. The program's primary goal is to assist consumers to develop the skills necessary to transition from supervised twenty-four (24) hour care to independent living within the consumer's home community.

Trinity Pines staff works in collaboration with County Mental Health, Case Managers, the Public Guardian and the individual consumer to develop a comprehensive plan for community re-integration from out-of-county, higher levels of care.

Services are individually targeted and focused on comprehensive life skills development to reduce the consumer's dependence on higher levels of 24-hour care and emergency psychiatric services, and to maintain an independent living arrangement. Trinity Pines is committed to fostering empowerment, hope and self-reliance as essential tools for successful independent living for the consumer.

Services are provided at progressive levels:

1. Pre-Admission Assessments and Contact

Pre-admission assessments are completed at the time of referral to assess the consumer's appropriateness for placement and to identify any special requirements or accommodations.

Pre-admission contact is an essential element to complete assessments, cooperatively establish initial plan of care, begin trust building, and introduce the consumer to program policies.

2. Consumer Orientation

A period of acclimation is provided to familiarize the consumer to the program policies, house rules, initial care plan and local community resources.

3. Skill Assessments

Assessments are completed collaboratively with consumer, program staff and county care providers to identify functional abilities in the areas of Life Skills, Community Skills and Pre-vocational Skills.

4. Individualized Community Integration Plan

An individualized, strength-based targeted integration plan is developed, utilizing consumer's strengths and targeting key areas of the consumer's programmatic needs. Specific areas of need are identified such as, chemical dependency, medication non-compliance, lack of transportation, housing issues, etc. Consumer is involved in strategic planning.

5. Skill Building/Practice

Consumers practice independent skills with support and encouragement from staff and peers. Consumer is involved in both individual and group experiences within the supportive setting and the community.

6. Individualized Community Integration Plan Review

Care plans are reviewed regularly to assess consumer progress and assure that goals remain appropriate for each individual.

7. Community Integration

Consumer attains re-integration into the community at his/her optimum level of functioning. Ideally, this involves integration into independent living for the consumer. However, consumer will be considered to have successfully re-entered the community when they are able to maintain placement at the lowest level of care.

Program Components

1. Independent Living Skills

Consumers are encouraged to adopt healthy lifestyle choices through a successfully established living skills program developed specifically for the residential setting. This program includes:

- Scheduled self-maintenance
- Maintenance of personal space
- Clothing care/laundrying
- Meal planning and preparation
- Shopping and money management
- Use of public transit system

2. Wellness and Recovery

Residents are expected to take an active role in their recovery. Self-responsibility and reliance is both modeled and encouraged. This program includes:

- Time Management
- Medication Compliance/Routine
- Medication Education
- Scheduling Medical/Psychiatric Appointments
- Chemical Dependency Recovery
- Healthy Sleep Habits
- Coping Strategies
- Relaxation and Stress Management Techniques
- Self-Control and appropriate emotional expression

3. Communication and Social Skills

By practicing cooperative living skills in the residential setting, residents are enabled to build healthy relationships in the home setting and in the community. This program includes:

- Social Conduct and Communications
- Group Interaction
- Community Alcohol/Drug Recovery Groups
- Recreational Activities
- Artistic and Cultural Events
- Role Play and Trust Building Exercises

4. Pre-Vocational Skills

Practice is done in the less stressful environment of the residential setting or supervised community resources. This program includes:

- Goal Setting
- Vocational Exploration
- Volunteer Activities
- Work Related Behavior Development

5. Family Involvement

Family communication and involvement is crucial to the recovery process. Families are encouraged to be involved in the process (with the permission/cooperation of the consumer). This program includes:

- Family Dynamics and Roles
- Successful Communication Skills
- Community Family Resources
- Family Involvement in Select Residential and Community Activities

Documentation

Documentation shall consist of initial assessments, ongoing program notes, plan development, program interventions and collateral notes.

Written assessment upon admission include:

- health and psychiatric histories
- psychosocial skills
- social support skills
- current psychological, educational, vocational and other functional limitations
- medical needs, as reported; and
- meal planning, shopping, and budgeting skills

Ongoing program notes, plan development, program interventions and collateral notes will include:

- Activities in which the client participated
- Client's behaviors and staff intervention
- Progress toward objectives or documentation of lack of progress
- Involvement of family members if appropriate
- Contact with other programs/agencies/treatment personnel involved with the client's treatment

Basic Services

1. Basic General Services

- a. Lodging, double room
- b. Food Service:
 - (a) Three nutritious meals daily and between meals nourishment and snacks
 - (b) Special diets if prescribed by a doctor
- c. Laundry Services
- d. Cleaning of the resident's room as needed or assistance if able
- e. Comfortable and suitable bed including fresh linen weekly or more often as needed
- f. Planned transportation to medical and dental appointments
- g. A planned activity program including arrangement for utilization of available community resources
- h. Notification to family and other appropriate person/agency of resident's needs

2. Basis Personal Services

- a. Continuous observation, care and supervision
- b. Assistance with bathing and personal needs
- c. Assistance with meeting necessary medical and dental appointments
- d. Control and assistance with prescribed medication in accordance with physician's instructions unless prohibited by law or regulations
- e. Bedside care for temporary illnesses
- f. Maintenance or supervision of client/resident cash resources or property

Staff Requirements and Staff Training

A qualified Administrator manages Trinity Pines. A qualified Program Director directs the Trinity Pines program. Experienced staff provide comprehensive residential and program services. All staff meet the minimum requirements of Department of Social Services, Title 22 regulations and Department of Health Services, Title 9 regulations. The program director will provide and document a specific plan of supervision and at least 20 hours of in-service training per year for the employee to ensure the ongoing qualifications of the individual to perform the job. Staff training is scheduled on a monthly basis and utilizes both internal and external resources. Topics include:

- a. Care and Supervision
- b. Employee Relations
- c. Disaster Preparedness and Safety
- d. Consumer Rights/Ethics
- e. Interventions
- f. Community Integration

Transportation

Consumers will be educated and trained to use public transportation to meet their daily needs. When public transportation is not available, transportation will be provided by Trinity Pines Care Center for specific scheduled activities, medical emergencies and planned individual needs. Special requests will be honored whenever possible and whenever there is not an alternative.

Facility

Trinity Pines is centrally located near the business section of Chico, California. Consumers will have convenient access to public transportation and necessary community services. The facility provides generous outdoor space to accommodate a diversity of uses. Peaceful and serene, the spacious outdoor areas feature a variety of fruit trees and flowering plants, perfect for relaxation and outdoor activities.

End of Exhibit B

Exhibit C

ADMISSION/DISCHARGE CRITERIA

1. INCLUSIONS:

- a. Residents must have a qualified mental health diagnosis.
- b. Residents must be admitted voluntarily or by a legal guardian/conservator and consent to treatment.
- c. Residents must have an emergent of long term mental health need that cannot be treated at a lower level of care.
- d. Residents must be free from alcohol or drug use for at least 24 hours prior to entering the program.
- e. Residents must be referred from County Mental Health or the Tehama County Public Guardian (with an LPS Conservatorship).

2. EXCLUSIONS:

- a. Residents must not be actively dangerous to self or others.
- b. Residents must not have a need for a higher level of acute psychiatric care.
- c. Residents must not have a need for acute medical treatment or nursing care.
- d. Residents must not have an active case of communicable tuberculosis.
- e. Residents must not have a primary diagnosis of drug or alcohol problems.

3. DISCHARGE:

Discharge criteria will be determined on an individual basis. The criteria will be determined by the needs of the client in the services review team meeting. The services review team will be comprised of the Program Director, counselor, client and conservator or county representative. The criteria for discharge will be outlined in the client's service plan. The service plan will be created by the counselor and client.

End of Exhibit C

Exhibit D

MONTHLY PATIENT BILLING STATEMENT

The monthly patient billing statement from Contractor to County must contain, at a minimum, the following information:

1. FACILITY INFORMATION:

Facility Name/Phone No.:

Facility Address:

2. PATIENT INFORMATION:

Patient name: _____

1. Number of days services rendered: _____

a. Dates of service: from _____ to _____

2. Program Description _____

3. Negotiated Rate \$ _____

4. Subtotal: (Line 1 x Line 3) \$ _____


5. Net owned to Contractor by County: \$ _____

Exhibit E
Fee Schedule

Willow Glen Care Center

1547 Plumas Court, Yuba City, CA 95991*License # 5150001963* Phone: (530) 751-9900 * Fax: (530) 751-9915

Memo

TO: Mental Health Directors/Contract Managers
FROM: Jeff Payne, Executive Director 
DATE: 3/17/2024
RE: FY '24/'25 Rate

Willow Glen Care Center is pleased to report that it is completing its twenty-eighth year of service to the Counties in northern and central California. As we prepare for FY '24/'25, we continue to adhere to the original goal of providing the highest quality of care and programming at the lowest possible cost to the County.

The rates below reflect the proposed rate changes for FY '24/'25. The rate increase is principally the result of changing minimum wage laws in California affecting healthcare workers and the fast food industry. Market-appropriate increases to food and general supplies are also included in the new daily rate.

We hope that this proposal is understandable and that it continues to reflect the unique value offered to the Counties and to the clients placed in our care.

Please note that all facilities available to your county are listed below, regardless of whether or not the county has contracted with those facilities in the past.

Board and Care Facilities

Alpine House (Weaverville, CA)	\$260 a day
Casa Del Rio (Hanford, CA)	\$200 a day
Trinity Pines. (Chico, CA)	\$240 a day
Redwood Creek (Willits, CA)	13 – 16 clients at \$190a day 10 – 12 clients at \$245 a day 7 – 9 clients at \$305a day 0 – 6 clients at \$330 a day
Willow Glen/Rosewood (Yuba City, CA)	85 – 100 clients at \$215 a day 70 – 84 clients at \$240 a day 0 – 69 clients at \$250 a day

MHRC

Cedar Grove MHRC (Yuba City, CA)	36 – 44 clients at \$385 a day 31 – 35 clients at \$405 a day 0 – 30 clients at \$435 a day
Sequoia Psychiatric Treatment Center (Yuba City, CA)	\$410 a day

Residential Services/Board and Care as of 7/1/24

Cedar Grove	\$850 a month
Sequoia Psychiatric Treatment Center	\$850 a month

LPS declarations will be paid for by Willow Glen Care Center and reimbursed by the county at a rate of \$250 for each evaluation. There is no requirement that a county utilize our clinicians for declaration.

Multi-year contracts should include additional increases of \$10 per day at each facility, for each year beyond FY '24/'25, to help offset future expected increases to the organization's expenses.

The new Rate Schedule is planned to become effective on July 1, 2024 to coincide with the renewal of the Willow Glen Care Center's contract for FY '24/'25. Rates for pre-approved one-to-one supervision and transports remain the same. If you have any questions regarding the rate change, please contact me at (530) 751-9904 We appreciate the support of all the Counties and look forward to continuing to provide the care you expect.

Thank You

End of Exhibit E

Exhibit F

COMPLIANCE AND PROGRAM INTEGRITY

Evidence of Contractual Compliance

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

Exclusions Checks

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

- A. The Social Security Administration's Death Master File
- B. The National Plan and Provider Enumeration System (NPPES)
- C. The Office of Inspector General's List of Excluded Individuals/Entities (LEIE)
- D. The System for Award Management (SAM)
- E. The California Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S & I List)

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

Ownership Disclosure

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

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

- A. Has directly or indirectly an ownership of five percent (5%) or more in the Contractor; or
- B. Is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured in whole (or in part) by the Contractor or any property of or assets thereof, which whole or part interest is equal to or exceeds five percent (5%) of the total property and assets or the entity; or
- C. Is an officer or director of the Contractor if the Contractor is organized as a corporation; or
- D. Is a partner in the Contractor, if the Contractor is organized as a partnership

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

- A. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
- B. Date of birth and Social Security Number (in the case of an individual);
- C. Other tax identification number [in the case of a corporation with an ownership or control interest in the Contractor or in any subcontractor in which the Contractor has a five percent (5%) or more interest];
- D. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling;
- E. The name of any other disclosing entity in which the Contractor has an ownership or control interest. Other disclosing entity means any other Medicaid disclosing entity and any entity that does not participate in Medicaid, but is required to disclose certain ownership and control information because of participation in any of the programs established under title V, XVIII, or XX of the Act. This includes:
 - (1) Any hospital, skilled nursing facility, home health agency, independent clinical laboratory, renal disease facility, rural health clinic, or health maintenance organization that participates in Medicare (title XVIII);
 - (2) Any Medicare intermediary or carrier; and
 - (3) Any entity (other than an individual practitioner or group of practitioners) that furnishes, or arranges for the furnishing of, health-related services for which it claims payment under any plan or program established under title V or title XX of the Act.
 - (4) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

Business Transactions Disclosure

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

- A. The ownership of any subcontractor with whom Contractor had business transactions totaling more than \$25,000 during the 12-month period ending on the date of request; and
- B. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of request.

Persons Convicted of Crimes Disclosure

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

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

Criminal Background Checks

Contractor must require providers (employees and contracted) to consent to criminal background checks including livescans pursuant to 42 C.F.R. 455.434(a). Upon DHCS' determination that Contractor or a person with a five percent (5%) or more direct or indirect ownership interest in Contractor meets DHCS' criteria for criminal background checks as a high risk to the Medicaid program, Contractor's providers (employees and contracted) must submit livescans pursuant to 42 C.F.R. 455.434(b)(1).

End of Exhibit F

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Willow Glen Care Center

Contract Description: For the purpose of providing residential treatment services and
LPS declarations

APPROVED AS TO FORM:

Date: 06/07/2024



Office of the Tehama County Counsel
Margaret E. Long, County Counsel



Tehama County

Minutes Certification

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
<http://www.co.tehama.ca.us>

File Number: 24-905

Enactment Number: MISC. AGR 2024-198

HEALTH SERVICES AGENCY / MENTAL HEALTH

- a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Willow Glen Care Center, a California corporation for the purpose of providing community residential treatment services for the rates set forth in Exhibit "E" with maximum compensation not to exceed \$1,100,000 in any fiscal year with total contract amount not to exceed \$2,200,000, effective 7/1/24 and shall terminate 6/30/26.

Enactment No: MISC. AGR 2024-198

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Matt Hansen
SECONDER: William Moule
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

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 6/25/2024.

Attest: *Jennifer Vise*

July 02, 2024
Date Certified

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Willow Glen Care Center

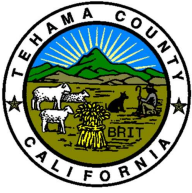
Contract Description: For the purpose of community residential treatment services

APPROVED AS TO FORM:



Date: 1/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-0102

Agenda Date: 2/11/2025

Agenda #: 5.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 2 with the California Mental Health Services Authority (CalMHSA) (Misc. Agreement #2022-12 amended by Misc. Agreement #2024-259), for participation in the Statewide Health Planning and Development (OSPHD) and Workforce Education and Training (WET) in Tehama County with total funding in the amount of \$52,467.13 thereby amending the term, effective 7/1/21 through 6/30/26

Financial Impact:

Funding for this agreement is provided by Mental Health Services Act (MHSA) dollars budgeted for WET activities. There is no impact to the General Fund.

Background Information:

On 1/11/22, the Board of Supervisors approved the agreement with CalMHSA for the purpose of participation in the Statewide Health Planning and Development (OSPHD) and Workforce Education and Training (WET) program. The goal of the WET program aims to address the shortage of mental health practitioners in the public mental health system (PHMS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

On 8/20/24, the Board of Supervisors approved Amendment No.1, which modified the Program's Description to include a Retention Statement that outlines the program's goal of developing and instituting system changes and opportunities.

This Amendment No. 2 will amend the termination date to extend the department's participation in the program to 6/30/26.

1016-WET-2021-TC-A2
Program: Workforce Education and Training
County: Tehama County


CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
PARTICIPATION AGREEMENT AMENDMENT

This Agreement Amendment ("Amendment") is entered into effective as of the date of execution (the "Effective Date") by and between the California Mental Health Services Authority ("CalMHSA") and Tehama County ("Participant").

This Amendment extends the Program Term end date to June 30, 2026.

All other provisions not cited in this Amendment shall remain in full force and effect.

Participant:

Signed:  Name (printed): Jayme S. Bottke
Title: Executive Director Date: 1-30-25

CalMHSA

Signed: _____ Name (printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____

This is Amendment #2 to the original agreement 1016-WET-2021-TC (County Misc. Agreement #2022-12) as amended by Tehama County WET PA AM1 5-2-24 (County Misc. Agreement #2024-259) by and between the County of Tehama, through its Health Services Agency, and CalMHSA.

Agreement: Tehama County WET PA Am1 5-2-24

Program: WET

County: Tehama County


**CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
"CalMHSA"
PARTICIPATION AGREEMENT AMENDMENT**

This Agreement Amendment ("Amendment") is entered into effective as of the date of execution (the "Effective Date") by and between the California Mental Health Services Authority ("CalMHSA") and Tehama County ("Participant").


This Amendment modifies Exhibit A, as defined below.

All other terms and conditions shall remain in full force and effect.

Participant:

Signed:  Name (printed): Jayme S. Bottke
Title: Executive Director Date: 7/30/24

CalMHSA

Signed: DocuSigned by:  Name (printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: 8/30/2024

Modified Exhibit A – PROGRAM DESCRIPTION

Objective: The 2021-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships (RP) and supports individuals through five potential categories including: Pipeline Development, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, Loan Repayment Program and Retention Activities.

Overview: As outlined in the California Office of Statewide Health Planning and Development (OSHPD) 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Regional Partnership (SRP) - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected these categories as their local priorities:

1. Loan Repayment - Eligible individuals include those who have obtained masters level or doctorate level degrees or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the funds after they completed the service obligation. Recipients will be able to apply for the award more than once.
2. Education Stipend - Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend, individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of one year of full-time service in an approved position, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment or, if approved by the agency and the school, through volunteer work. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.
3. Peer Scholarship - Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursuing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.
4. Retention - The aim of retention strategies is for counties to promote developing and instituting systemic changes and opportunities that increase the likelihood that staff will remain in the PMHS workforce.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

Contract Description: For the purpose of participation agreement for Workforce
Education and Training Program.

APPROVED AS TO FORM:

Date: 08/05/2024



Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Minutes Certification

727 Oak Street, Red
Bluff, CA 96080
(530) 527-4655
<http://www.co.tehama.ca.us>

File Number: 24-1277

Enactment Number: MISC. AGR 2024-259

6. HEALTH SERVICE AGENCY / Mental Health

24-1277

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Amendment #1 with the California Mental Health Services Authority (CalMHSA) (Misc. Agree #2022-12 (1016-WET-2021-TC) for participation in the Statewide Health Planning and Development (OSPHD) and Workforce Education and Training (WET) in Tehama County with total funding in the amount of \$52,467.13, effective 7/1/21 through 6/30/25.

Enactment No: MISC. AGR 2024-259

Approval of the Consent Agenda

A motion was made by Supervisor Moule, seconded by Supervisor Nolen, to approve the Consent Agenda. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA

MOVER: William Moule

SECONDER: Pati Nolen

AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach

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 8/20/2024.

Attest: 
Deputy

August 29, 2024
Date Certified

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

R E G U L A R A G E N D A

19. HEALTH SERVICES / MENTAL HEALTH

- a) AGREEMENT - Approval and authorization for the Chairman and Executive Director to sign the Agreement (1016-WET-2021-TC) with the California Mental Health Services Authority (CalMHSA) for participation in the Statewide Health Planning and Development (OSPHD) and Workforce Education and Training (WET) in Tehama County with total funding in the amount of \$52,467.13 effective 7/1/21 through 6/30/25.

(Miscellaneous Agreement #2022-12)

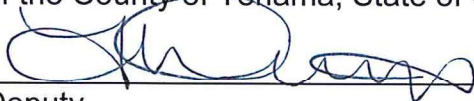
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Garton, Supervisor - District 3
SECONDER:	John Leach, Supervisor - District 5
AYES:	Moule, Leach, Garton, Williams, Carlson

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 11th day of January, 2022.

DATED: January 27, 2022

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California



Deputy

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
COVER SHEET

1. Tehama County ("Participant") desires to participate in the Program identified below.

Name of Program: Superior Regional Partnership – OSHPD WET Grant

2. California Mental Health Services Authority ("CalMHSA") and Participant acknowledge that the Program will be governed by CalMHSA's Joint Powers Agreement and its Bylaws, and by this participation agreement. The following exhibits are intended to clarify how the provisions of those documents will be applied to this particular Program.

- Exhibit A Program Description
- Exhibit B General Terms and Conditions
- Exhibit C County Specific Funding

3. The maximum amount payable under this Agreement is: **\$52,467.13**

4. Funds payable under this agreement are subject to reversion:

- Yes: Reversion Date _____
- No.

4. The term of the Program is July 1, 2021 through June 30, 2025.

5. Authorized Signatures:

CalMHSA

DocuSigned by:

Signed:

Amie Miller
21190CA3D8784D6

Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director

Date: 2/3/2022

Participant: Tehama County

Signed:

Candy Carlson

Name (Printed): CANDY CARLSON

Title: Board of Supervisors/ CAO

Date: 1-11-22

Signed: _____

Name (Printed): _____

Title: County Counsel

Date: _____

Signed:

Jayne S. Bottke

Name (Printed): Jayne S. Bottke

Title: Executive Director, Health Services

Date: 12-22-21

Participation Agreement
EXHIBIT A – PROGRAM DESCRIPTION

- I. **Name of Program: Superior Regional Partnership – OSHPD WET GRANT**
- II. **Term of Program:** This is a 48-month contract, beginning July 1, 2021 and terminating on June 30, 2025, with the option for early termination or extension as provided below.
- III. **Program Objective and Overview:**

Objective: The 2020-2025 Workforce Education and Training (WET) program aims to address the shortage of mental health practitioners in the public mental health system (PMHS) through a framework that engages Regional Partnerships and supports individuals through five potential categories including: Pipeline Development, Loan Repayment Program, Undergraduate College and University Scholarships, Clinical Master and Doctoral Graduate Education Stipends, and Retention Activities.

Overview: As outlined in the Office of Statewide Health Planning and Development (“OSPHD”) 5-year WET Plan, California is separated into five different regions with each region designating its local priorities within the five categories.

The Superior Region - consisting of Butte, Colusa, Del Norte, Glenn, Humboldt, Lake, Lassen, Mendocino, Modoc, Nevada, Plumas, Shasta, Sierra, Siskiyou, Tehama, and Trinity County - selected these three categories as their local priorities.

1. **Loan Repayment**

Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. The definition of hard-to-fill or hard-to-retain positions will be identified by each individual county. Recipients would receive the funds after they completed the 12-month service obligation. Recipients will be able to apply for the award more than once.

2. **Educational Stipend**

Eligible students are those who participate in traditional, full-time face-to-face programs and those enrolled in part-time distributed learning programs will be eligible for educational stipends. Eligible individuals include those who have obtained masters level or doctorate level degrees, or mental health professionals and administrative staff selected by individual counties as working in hard-to-fill or hard-to-retain positions. In exchange for this stipend, individuals would agree to work in a PMHS setting in the Superior Region for the equivalent of one year of full-time service in an approved position, regardless of number of years of stipend participation. This can be completed through full-time or part-time employment or, if approved by the agency and the school, through volunteer work. For all stipends, if the employment requirement is not fulfilled within a four-year period, then monetary payback will be required.

3. **Peer Scholarship**

Agreement No. 1016-WET-2021-TC
Superior Regional Partnership – OSHPD WET Grant

Career development activities can include travel costs, registration to conferences, or specialized training costs. The SRP supports efforts to implement a statewide peer certification, which has yet to be established. The scholarship may be applied to costs related to statewide peer certification once it has been established. The scholarship may also be applied to areas related to pursuing a higher education degree. In exchange for the Peer Specialist scholarships individuals would agree to work in a PMHS setting for the equivalent of one year of half-time service, in an approved position.

Participation Agreement
EXHIBIT B – General Terms and Conditions

I. Definitions

The following words, as used throughout this Participation 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.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Act as the Fiscal and Administrative agent for the Program.
 - 2. Draft, negotiate, and execute Participation Agreements (PAs) for each contributing county.
 - 3. Invoice participating counties for county match funds.
 - 4. Collect and hold county match funds.
 - 5. Confirm matching funds and provide Superior Regional Lead, Butte County, and HCAI with copies of all PAs, invoices, and required financial statements.
 - 6. Collect and hold OSHPD WET Grant Awards, as received from Superior Regional Lead, Butte County.
 - 7. Manage awards for Loan Repayment, Educational Stipends and Peer Scholarships for contributing counties:
 - a. Assist counties in developing expanded eligibility criteria by January 1, 2022.
 - b. Assist counties in developing terms of agreement, including failure to meet/complete terms, by January 1, 2022.
 - c. Assist counties in developing loan repayment verification statements by January 1, 2022.
 - d. Provide support and follow up with awardees:
 - i. Obtain proof of eligibility by contacting the awardee’s supervisor and confirming hours and employment.

Agreement No. 1016-WET-2021-TC
Superior Regional Partnership – OSHPD WET Grant

- ii. Confirm employment and adherence to the stipulations of the award on a quarterly basis within (30) days of the quarter end.
 - 8. Disbursement of funds to awardees
 - a. Disburse loans, stipends, and scholarships directly to awardees or institutions/ foundations.
 - b. Ensure funds are disbursed only to awardees who have successfully completed their service obligations to the project. If it is determined that an awardee does not meet the service obligations outlined in the agreement between CalMHSA and the awardee, CalMHSA will cancel the award contract and inform the awardee of the decision, not distributing payment to the awardee.
 - c. If funds have been provided to an awardee and there is a later determination that the awardee has not met all obligations, CalMHSA will work to recoup all costs from the awardee, which may include sending the recoupment to a collections agency. CalMHSA cannot guarantee all funds will be recouped.
 - 9. Manage and disburse funds received consistent with the requirements of any applicable laws, regulations, guidelines and/or contractual obligations.
 - 10. Provide quarterly reports to participating counties to assist participating counties in their Annual Report process.
 - 11. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 12. Oversee the distribution and program management of funds, both match funds and OSHPD WET Grant Awards, to the Superior Region Partnership Counties.
 - 13. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
- 1. Transfer of full county match funds for the Program as specified in section V Fiscal Provisions, which Participant will pay upon execution of this agreement.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Responsible for all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Provide feedback on Program performance.
 - 5. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.
- III. Duration, Term, and Amendment
- A. The term of the Program is for forty-eight months.

Agreement No. 1016-WET-2021-TC
Superior Regional Partnership – OSHPD WET Grant

- B. This agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by authorized representatives of both parties.

IV. Withdrawal, Cancellation, and Termination

- A. Participant may withdraw from the Program and terminate the Participation Agreement upon six (6) months' written notice. Notice shall be deemed served on the date of mailing.
- B. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their respective share of unavoidable expenses and liabilities arising during the period of their participation.
- C. Upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising from the administration of the Program shall be returned to Participant. Unused funds paid for a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed on particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them.

V. Fiscal Provisions

- A. Total County Match Funds
 - 1. Participant's total County Match Fund requirement under the 2020-2025 WET Program is \$72,122.14.
 - 2. Participant's total County Match Fund requirement, listed in the paragraph above, is comprised of the following funds:
 - a. County Match Funds to be collected from Participant in the amount of \$52,467.13.
 - i. Funding required from Participant will not exceed the County Match Funds of \$52,467.13 collected under this agreement. The County Match Funds are due by Participant upon execution of this agreement.
 - and;
 - b. Participant's share of Superior Region Carryover Funds in the amount of \$19,655.01.
 - i. Participant's share of Superior Region Carryover funds will not be collected directly from Participant.
- B. County Share of OSHPD Grant Award

Agreement No. 1016-WET-2021-TC
Superior Regional Partnership – OSHPD WET Grant

1. County share of OSHPD Grant Award in the amount of \$163,901.27 shall be transferred to CalMHSA by the Superior Regional Lead, Butte County, to administer under the terms of the MOU executed on October 26, 2021, between Butte County and CalMHSA.
2. NOTE. Under OSHPD Grant Agreement No. 20-10019 executed between OSHPD and Butte County, the OSHPD Grant Award shall be transferred to the Superior Regional Lead, Butte County, as outlined under Section E.1, Invoicing and Payment:
 - a. Participant's share of OSHPD Grant Award in the amount of \$139,316.08 upon completion of deliverables outlined under Section E.1 of the OSHPD Grant Agreement.
 - b. Participant's share of OSHPD Regional Grant Award in the amount of \$24,585.19, upon collection and verification of Region Match Funds, on or before July 31, 2024.
- C. Total County Funding of \$236,023.41 is inclusive of a CalMHSA Administrative Fee of 12.22% or \$28,851.54.
- D. In a Multi-County Program, Participants will share the costs of planning, administration, and evaluation in the same proportions as their overall contributions, which are included in the amount stated in Exhibit C, County Specific Funding.

VI. Limitation of Liability and Indemnification

- A. CalMHSA is responsible only for funds as instructed and authorized by participants. CalMHSA is not liable for damages beyond the amount of any funds which are identified on the cover page of this Agreement, without authorization or contrary to Participant's instructions.
- B. 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.

Agreement No. 1016-WET-2021-TC
Superior Regional Partnership – OSHPD WET Grant

**EXHIBIT C –County Specific Funding
Participation Agreement**

Tehama County Program Budget Allocation:

Program Funds Allocation for County	\$207,171.87
Administrative Fee	\$28,851.54
Total County Funding	\$236,023.41

Superior Region WET Regional Partnership Tehama County Grant Match:

County Share of OSHPD Grant Award	\$163,901.27
Total County Match Funds	\$72,122.14
Total County Funding	\$236,023.41

Note: The above "Total County Funding" is inclusive of a \$28,851.54 CalMHSA Administrative Fee.

E-Contract Review
Approval as to Form

Department Name: HSA_Mental Health

Vendor Name: State of California

Contract Description: Agreement for participation in California Mental Health Services
Authority (CalMHSA)

APPROVED AS TO FORM:

Margaret Long

Date: 11/23/21

Office of the Tehama County Counsel
Margaret E. Long, Interim County Counsel

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: CalMHSA

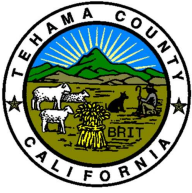
Contract Description: For the purpose of statewide health planning and development and workforce education and training program.

APPROVED AS TO FORM:



Date: 1/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-0133

Agenda Date: 2/11/2025

Agenda #: 6.

SHERIFF / PERSONNEL

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Animal Regulation Officer, Range 19, Step 2, upon successful completion of all pre-employment requirements.

Financial Impact:

The funds for this position are currently budgeted in the FY 24/25, Budget Unit 2029.

Background Information:

The applicant's knowledge and experience exceed entry level placement. The applicant was in the Tehama County Explorers Program for 2.5 years where they aided during special events and fundraisers, participated in trainings and meetings, and rode along with deputies. The applicant also assisted in jail operations where they helped the public.

The applicant also has 3 years of experience working with large animals and cared for a variety of avians through family ownership. The applicant was part of the local 4H club for 4 years where they learned valuable animal husbandry skills such as how to treat diseases in livestock and what vaccines are necessary. The applicant also learned valuable skills in leadership, project management and responsibility while they raised market animals such as lambs and goats. The candidate's experience exceeds the minimum qualifications of the classification and justifies placement at Range 19, Step 2 with the Deputy Sheriffs' Association (DSA) Memorandum of Understanding (MOU).

The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 19, Step 2 upon successful completion of all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

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

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

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Animal Regulations Officer at other than "A" step.

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

1. \$ 19.90 Step 1 Request: \$ 20.90 Step 2
2. Total applications received during recruitment for this position: 12
Total number of "qualified" applicants: 8

3. Justification for requesting higher step than A:

The applicant's knowledge and experience exceed entry level placement. The applicant was in the Tehama County Explorers Program for 2.5 years where they aided during special events and fundraisers, participated in trainings and meetings, and rode along with deputies. The applicant also assisted in jail operations where they helped the public.

The applicant also has 3 years of experience working with large animals and cared for a variety of avians through family ownership. The applicant was part of the local 4H club for 4 years where they learned valuable animal husbandry skills such as how to treat diseases in livestock and what vaccines are necessary. The applicant also learned valuable skills in leadership, project management and responsibility while they raised market animals such as lambs and goats.

The combination of their training and experience justifies the increase to Step B. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?

The department has budgeted for this position as part of the position allocation list and will not place the department over approved budget.

Department Head Signature



Tehama County

Agenda Request Form

File #: 25-0138

Agenda Date: 2/11/2025

Agenda #: 7.

SOCIAL SERVICES

Requested Action(s)

a) AGREEMENT - Request approval and authorization for the Director of the Department of Social Services or her Designee to sign the Agreement with Job Training Center of Tehama County, Inc., for the provision of the subsidized employment program through Main Street Productions with maximum compensation not to exceed \$250,000 effective 1/1/25 and shall terminate 6/30/25

Financial Impact:

Portions of the contract cost are anticipated in the FY 2024/25 budget account 5013-53230, Professional and Special Services. The remaining balance will be finalized during the FY 2024/25 Mid-Year Budget review. These activities are funded with the CalWORKs Expanded Subsidized Employment allocation. The cost of the contract is a decrease from the previous year due to a reduced allocation. There is no impact on the County General Fund.

Background Information:

This is a contract renewal. The subsidized employment program through Main Street Productions (MSP) (previously Washington Street Productions) provides paid work experience opportunities for CalWORKs Welfare to Work participants and assists them by providing immediately available, meaningful work for a one-month period. This program focuses on teaching work related soft skills, applying behavior modification techniques, and assisting the case manager in evaluating work readiness to develop an ongoing service strategy and plan.

Eligible CalWORKs participants are identified and referred for participation in subsidized employment by Social Services. Job Training Center is the Employer of Record and assumes responsibility for the employee, including: supervision, payroll, worker's compensation, and training. Job Training Center provides coaching in job skills, workplace skills, and life skills necessary for participants to successfully complete their assigned subsidized employment activities.

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Job Training Center

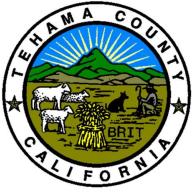
Contract Description: For the purpose of the subsidized employment program
called Main Street Productions

APPROVED AS TO FORM:



Date: 1/15/2024

Office of the Tehama County Counsel
Margaret Long, County Counsel



Tehama County

Agenda Request Form

File #: 25-0136

Agenda Date: 2/11/2025

Agenda #: 8.

SOCIAL SERVICES / COMMUNITY ACTION AGENCY

Requested Action(s)

a) AGREEMENT - Request approval and authorization for Tehama County Community Action Agency, Executive Director, Bekkie Emery to sign Subaward A25-0006-S005 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 \$384,456, effective 7/1/24 through 6/30/25

Financial Impact:

This grant agreement provides the majority of the revenue required to administer the Meals on Wheels program. The total amount was estimated in the FY 2024/25 Adopted Budget. These estimated amounts will be adjusted to match the actual allocation as needed before fiscal year end. This grant consists of Federal and State funds that require 10.53% match funding, which is met through the County General Fund contribution of \$35,000 ongoing, as well as through donations and fundraisers. The Community Action Agency and Social Services also provide support to Meals on Wheels.

Background Information:

This is a contract renewal. Meals on Wheels (previously the Senior Nutrition program) has contracted with Chico State Enterprises for many years to receive this funding. Approval of this contract is late in the fiscal year because it is historically received months into the fiscal year.

The Area 3 Agency on Aging, a program through the California State Enterprises, receives a Federal Pass through Award from California Department of Aging to provide services according to Title III to meet the needs of California's older adult population. Some of this funding is provided to Tehama County through this subcontract agreement for Tehama County's Meals on Wheels program. Meals on Wheels provides healthy meals each business day to eligible citizens in both a congregate setting and to homebound individuals.

Meals on Wheels provides approximately 2,150 home delivered meals and 900 meals to congregate sites each month. Congregate sites are in Red Bluff and Corning.

SUBAWARD

SUBAWARD NUMBER A25-0006-S005	AM. NO.
SUBRECIPIENT IDENTIFICATION NUMBER	

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

Tehama County, hereafter called Subrecipient.

Recipient, on behalf of its program, the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AAA-2425-03 (Prime), from California Department of Aging, to provide services according to Title III Programs to meet the needs of California's older adult population. Recipient is entering into this Subaward with Subrecipient in order to facilitate the goals and objectives set forth in the Prime.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subaward shall commence **7/1/2024** and will end **6/30/2025**. The maximum amount of this Subaward is **\$ 384,456.00** from the following funding source:

Funding Source	C1 Nutrition	C2 Nutrition
Federal	\$ 93,761.00	\$ 84,205.00
State General Fund	\$ 9,297.00	\$ 29,036.00
State GF Augmentation	\$ 23,319.00	\$ 131,341.00
NSIP	\$ 4,814.00	\$ 8,683.00
Total Groups	\$ 131,191.00	\$ 253,265.00
Grand Total	\$ 384,456.00	

Subrecipient agrees to provide Nutrition under Title IIIB and the parties agree to comply with the terms and conditions of the following exhibits that are made a part of the Subaward Agreement by this reference:

- Exhibit A1 – Scope of Work
- Exhibit A2 – Scope of Services
- Exhibit B1 – Subrecipient Budget Detail
- Exhibit B2 – Budget Detail, Payment Provisions, and Closeout
- Exhibit C – General Terms and Conditions
- Exhibit D – General Program Guide Terms and Conditions
- Exhibit E – Specific Program Guide Terms and Conditions
- Exhibit F – Prime Award – CDA MOU AAA-2425-03
- Exhibit G – CDA Program Guide (released 4.10.2024)

RECIPIENT	SUBRECIPIENT
CHICO STATE ENTERPRISES	Tehama County
BY: (AUTHORIZED SIGNATURE) DATE <i>Susan W Podesta</i> 01/24/2025	BY: (AUTHORIZED SIGNATURE) DATE <i>Bekkie F Emery</i> 1/10/2025
<small>Susan W Podesta (Jan 24, 2025 12:38 PST)</small>	
PRINTED NAME AND TITLE OF PERSON SIGNING Susan Podesta Director, Sponsored Programs	PRINTED NAME AND TITLE OF PERSON SIGNING Bekkie F. Emery Executive Director
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 swpodesta@csuchico.edu	ADDRESS/E-MAIL 310 S. Main Street, Red Bluff, CA 96080 BEmery@tcdss.org

Exhibit A1 Scope of Work

ARTICLE I. PROGRAM DEFINITIONS (Program Guide § 4.3)

Definitions Specific to Title III Programs

1. **Eligible Service Population for Title III B** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 125, 7127, 7130, 7135 and 7638.7]
2. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
3. **Individual with a disability** the term “individual with a disability” means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
4. **In-kind Contributions** means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
5. **Matching Contributions** means local cash and/or in-kind contributions made by the Contractor, a Subrecipient, or other local resources that qualify as match for the Contract funding.
6. **Non-Matching Contributions** means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
8. **One-Time-Only Funds** means:
 - a. Titles III federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the California Department of Aging (CDA) in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
 - b. Title III federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
9. **Priority Services for Title III B** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
10. **Program Income** means revenue generated by the Recipient or the Subrecipient from contract-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.

- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under an AAA Subaward agreement.
11. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
12. **Title III B (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, and long-term care ombudsman advocacy, Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

ARTICLE II. TITLE III SCOPE OF WORK (Program Guide § 4.4)

The Subrecipient shall:

1. Implement the statutory provisions of the Title III Programs [OAA § 306] in accordance with State and federal laws and regulations. The Subrecipient shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan’s Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, RECIPIENT. #1
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from RECIPIENT and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements. #3
3. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services. #7
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B). #8
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C). #9
6. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D). #10
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721. #11
8. Facilitate RECIPIENT’s subcontracting process. #12
9. Facilitate RECIPIENT’s process of review, approval, and monitoring of Subrecipient’s budgets and expenditures and any subsequent amendments and revisions to budgets. Subrecipient shall, to

- the extent feasible, ensure that all budgeted funds are expended by the end of the term of each agreement. #13
10. Facilitate RECIPIENT's process of monitoring, on an ongoing basis, Subrecipient's use of federal and State funds through reporting, site visits, regular contact, or other means to provide assurance that Subrecipient administers federal and state awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. #14
 11. RECIPIENT must follow up and ensure that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title III C-1 and Title III C-2. #14
 12. If this Subaward Agreement is for the provision of nutrition services, facilitate RECIPIENT's monitoring of nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
 13. If this Subaward Agreement is for the provision of nutrition services, maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. Subrecipient's nutrition program shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
 14. Request, as needed, from RECIPIENT, support and technical assistance for direction, guidance, and interpretation of instructions to include client and performance data. #15
 15. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures. #16
 16. Provide program information and assistance to the public. #17
 17. Maintain a program data collection and reporting system as specified in Exhibit E of this Subaward agreement. #18
 18. Recognize and utilize as appropriate the focal points designated by the AAA, as specified in 42 U.S.C. 3026(a)(8)(C)(i)-(iii), for comprehensive service delivery in the community:
 - a. Area 3 Agency on Aging Office, 25 Main Street, Suite 202, Chico, CA 95928-5388
 - b. Chico Area Recreation District, 545 Vallombrosa, Chico, CA 95926
 - c. Senior Center, 1335 Myers Street, Oroville, CA 95965
 - d. Colusa Multipurpose Senior Center, 10th and Parkhill, Colusa, CA 95932
 - e. Orland Senior Center, 19 Walker Street, Orland, CA 95963
 - f. Willows Senior Center, 556 E. Sycamore, Willows, CA 95988

- g. Wildwood Senior Center, 366 Meadowbrook Lane, Chester, CA 96020
 - h. Portola Senior Citizen's Club, 449 W. Sierra, Portola, CA 96122
 - i. Veteran's Memorial Hall, 274 Lawrence, Quincy, CA 95971
 - j. Mohawk Resource Center, Highway 89, Graeagle, CA
 - k. Corning Senior Center, 1015 Fourth St, Corning, CA 96021
 - l. Los Molinos Senior Center, 25199 Josephine, Los Molinos, CA 96055
 - m. Red Bluff Multipurpose Senior Center, 1500 S Jackson, Red Bluff, CA 96080 #21
19. If this Subaward Agreement is for the provision of nutrition services, Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
 20. If this Subaward Agreement is for the provision of nutrition services, Offer a meal to a volunteer under-age of sixty (60) if doing so will not deprive an older individual of a meal.
[22 CCR 7638.7(b)(1)] Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
 21. If this Subaward Agreement is for the provision of nutrition services, Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
 22. If this Subaward Agreement is for the provision of nutrition services, Report a meal only once either as a Title III meal or a Title VI meal.
 23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement. #22
 24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as "marriage," "spouse," family," "household member" or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services' (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.
 25. If this Subaward Agreement is for the provision of nutrition services, Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance.
 26. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

ARTICLE III Title III C (Nutrition Services) and Nutrition Services Incentive Program (Program Guide § 4.4.3)

The AAA shall:

1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.
2. On an ongoing basis, Recipient shall monitor the Sub-recipient's use of Federal and State funds through reporting, site visits, regular contact, or other means to assure the Subrecipient administers Federal and State awards in compliance with laws, regulations, and this subaward and that performance goals are achieved. Subrecipient shall ensure that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
3. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by AAA that assures all sites are seen systematically, but not necessarily every year. The Subrecipient Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures shall guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA and subrecipient shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subrecipient shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
8. Report a meal only once either as a Title III meal or a Title VI meal.
9. Ensure Title III C meals meet the nutrition requirements of meals:
 - a. Comply with the most current Dietary Guidelines for Americans
 - b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.
 - c. Comply with the Older Californians Nutrition Program Menu Guidance.
10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.

11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
 - a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC – Intake and Assessment Forms Guide.
 12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
 - b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]
- (1) Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
 - (2) Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

EXHIBIT A2 SCOPE OF SERVICE

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on June 30, 2025:

1. Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.
 - a. Subrecipient will provide 12,000 congregate meals at nutrition sites in Tehama County from July 1, 2024 through June 30, 2025.
 - b. Subrecipient will provide 29,500 home-delivered meals in Tehama County from July 1, 2024 through June 30, 2025.
2. Nutrition Education (number of persons attending): A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health information and instruction (as it relates to nutrition) to participants or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Handout materials may be used as the sole education component for home-delivered meal program participants.
 - a. Subrecipient will provide the Area 3 Agency on Aging with a written plan for nutrition education, indicating the topics to be addressed in each quarter of the year.
 - b. Subrecipient will provide a minimum of one in each quarter of the grant year.
 - c. Subrecipient will provide a minimum of four (4) handout presentations for each home-delivered meal participant, one in each quarter of the grant year.
 - d. Not more than \$3,750 shall be budgeted for this activity.
3. In-Service Training: Subrecipient will provide In-Service Training for all paid and volunteer food service personnel no less than once per calendar quarter. At least two of the quarterly In-Service Trainings shall include the prevention of food borne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.
4. Food Safety Certification: Subrecipient will assure that at least one paid or volunteer staff personnel at each food facility has successfully completed a food safety certification course and has a current certificate. Evidence of certification shall be submitted to the Area 3 Agency on Aging.
5. Nutrition Risk Assessment: Subrecipient will complete a Nutrition Risk Assessment screening of all new participants, both Congregate and Home-Delivered, and record the participant's score on the Project Intake form. The screening shall be completed at least annually thereafter for Home-Delivered participants.
6. Monitoring of food facilities: Subrecipient will monitor all food facilities for safe food handling and sanitation practices no less than once per calendar quarter, utilizing a form provided by the Area 3 Agency on Aging. Exceptions shall be limited to those food facilities where food service is provided only two days a week or less, in which case the subrecipient shall monitor no less than once every six months. Monitoring of food facilities shall be conducted by the Project's Registered Dietician or Project Director. Documentation of all monitoring shall be submitted to the Area 3 Agency on

Aging.

7. Monitoring of Home-Delivered Routes: Subrecipient will monitor every Home Delivered Meal route for safe food handling and sanitation practices no less than once per grant year, utilizing a form provided by the Area 3 Agency on Aging. Documentation of all monitorings shall be submitted to the Area 3 Agency on Aging.
8. Satisfaction Survey: Subrecipient will provide participants with an opportunity to express their opinion of the services received, and will conduct no less than one (1) written satisfaction survey during the grant year. The results of the written survey will be provided to the Area Agency as soon as the results are compiled.
9. Subrecipient will serve meals for both the congregate and home-delivered programs five (5) days per week, with the exception of the following holidays:

Independence Day	Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day	Day after Thanksgiving
Christmas Day	New Year's Day	Martin L. King Day
Lincoln's Birthday	Washington's Birthday	Memorial Day

10. Subrecipient will serve the geographic area of Tehama County. Nutrition services will be available at a minimum, in Tehama.

A. TARGET POPULATION OBJECTIVES

1. Subrecipient will give preference to older individuals with greatest economic and social need, with particular attention to low-income minority individuals, by providing them services in proportion to their existence in the general population. The number of low-income, minority, and geographically isolated individuals actually served must equate to the percentages of those populations indicated in the most recent Census, as compared to the total number of unduplicated persons served. Additionally those older persons at risk of institutionalization should be given priority.

Target Population in Greatest Social & Economic Need (Combined C-1, C-2)	Unduplicated Persons To Be Served	
	C-1	C-2
Total New Seniors	10	12
New Low Income	2	2
New Minority	3	4
New Geographically Isolated	5	5

B. REPORTING (Program Guide §4.9)

1. Subrecipient shall submit to the Agency the appropriate client information and CARS program performance reports no later than the 10th day of each month, and the financial status report no later than the 20th day of each month.
2. Budget must make provision for payment of database usage to RTZ.
3. All employees involved in data collection or data entry shall be finger printed. All of said employees will complete the CDA Form 1024 – Information Privacy and Security Training by July 31, 2024 or within 30 days of hire.
4. Performance by Subrecipient shall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

5. For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.
6. Subrecipients are required to meet all reporting and submittal deadlines. Any subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.
7. Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

C. COMPENSATION

1. Subrecipient shall be reimbursed for actual costs as submitted on the financial reports each month. Costs should be fairly close to 1/12th of the total award amount each month, but there may be months where the costs are higher or lower. Subrecipient is responsible for monitoring the status of the grant funds reported each month to ensure excess funds are not being requested which would result in a deficit at the end of the year. Subrecipient may request an advance of up to 1/12th of the total available funding, but such advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.
2. At closeout, Subrecipient shall be compensated by Agency for all eligible senior meal expenses not to exceed maximum grant award upon receipt of properly documented CARS reports, Form F-151, and Request for Funds.
3. The total compensation for congregate to Subrecipient shall not exceed the maximum available funding of \$ 126,377.00.
4. The total compensation for home-delivered to Subrecipient shall not exceed the maximum available funding of \$ 244,582.00
5. The NSIP award will be available not to exceed \$ 4,814 for congregate and \$ 8,683 for home-delivered for a total of \$ 13,497.

D. MATCHING CONTRIBUTION

Subrecipient shall provide the non-Federal matching contribution required, equaling or exceeding the minimum requirement of 10.53% of the sum of the subcontract award plus Subrecipient's matching contribution.

E. EQUIPMENT PURCHASE

Equipment purchase must be on the budget and approved before purchase.

**Exhibit B1
Sub-Recipient Budget Detail**

TITLE IIIC1 CONGREGATE NUTRITION BUDGET				
Agency:		Meals on Wheels Tehama County		
Budget Period:		July - June (12 months)		
Fiscal Year:		24/25 (X) Original Budget () Revision No. _____		
				Date: 9/25/2024
				Contracted # of Meals:
				12000
		(a) Budgeted		
COST CATEGORY		Costs	(i) Congregate Meals	(ii) Nutrition Education
(1) Personnel	Cash	\$68,705	\$68,705	
	In-Kind	\$4,374	\$4,374	
(2) Fringe Benefits	Cash	\$13,626	\$13,626	
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$2,776	\$2,776	
	In-Kind	\$0		
(8) Food Costs	Cash	\$45,900	\$45,900	
	In-Kind	\$0		
(9) Other Costs	Cash	\$17,809	\$17,809	
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
(10) Total Direct Costs	Cash	\$148,816	\$148,816	\$0
	In-Kind	\$4,374	\$4,374	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$1,769	\$1,769	
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
(13) TOTAL COSTS	Cash	\$150,585	\$150,585	\$0
	In-Kind	\$4,374	\$4,374	\$0
		(b) Budgeted		
FUNDING CATEGORY		Funds	(i) Congregate Meals	(ii) Nutrition Education
(14) USDAN SIP	Cash	\$4,814	\$4,814	
	In-Kind	\$0		
(15) Non-Matching	Cash	\$0		
	In-Kind	\$0		
(16) Matching	Cash	\$10,500	\$10,500	
	In-Kind	\$4,374	\$4,374	
(17) Grant Related Income	Cash	\$8,894	\$8,894	
	In-Kind	\$0		
(18) Title IIIC1 State GF Grant Funds	Cash	\$32,616	\$32,616	
	In-Kind	\$0		
(19) Title IIIC1 Federal Grant Funds	Cash	\$93,761	\$93,761	
	In-Kind	\$0		
(20) TOTAL FUNDING	Cash	\$150,585	\$150,585	\$0
	In-Kind	\$4,374	\$4,374	\$0
		(c) Match	(i) Congregate Meals	(ii) Nutrition Education
Total Match		\$14,874	\$14,874	\$0
10.53% Minimum		10.53%	10.53%	#DIV/0!
* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P				
				REV 12/21/2023

TITLE IIC2 HOME-DELIVERED NUTRITION BUDGET

Agency: **Meals on Wheels Tehama County**
 Budget Period: **July - June (12 months)**
 Fiscal Year: **24/25** (X) Original Budget () Revision No. ____

Date: **9/25/2024**

		Contracted # of Meals:		
		29500		
		(a) Budgeted		
COST CATEGORY		Costs	(i) Home-Delivered Meals	(ii) Nutrition Education
(1) Personnel	Cash	\$167,481	\$167,481	
	In-Kind	\$1,640	\$1,640	
(2) Fringe Benefits	Cash	\$33,254	\$33,254	
	In-Kind	\$0		
(3) Staff Travel	Cash	\$0		
	In-Kind	\$0		
(4) Staff Training	Cash	\$0		
	In-Kind	\$0		
(5) Property/Equipment*	Cash	\$0		
	In-Kind	\$0		
(6) Supplies	Cash	\$0		
	In-Kind	\$0		
(7) Consultants	Cash	\$6,824	\$6,824	
	In-Kind	\$0		
(8) Food Costs	Cash	\$112,838	\$112,838	
	In-Kind	\$0		
(9) Other Costs	Cash	\$21,772	\$21,772	
	In-Kind	\$0		
(9) Allocated Direct Costs	Cash	\$0		
	In-Kind	\$0		
(10) Total Direct Costs	Cash	\$342,169	\$342,169	\$0
	In-Kind	\$1,640	\$1,640	\$0
(11) Indirect Costs @ 10% MAX	Cash	\$4,348	\$4,348	
	In-Kind	\$0		
(12) Subrecipient Costs	Cash	\$0		
	In-Kind	\$0		
(13) TOTAL COSTS	Cash	\$346,517	\$346,517	\$0
	In-Kind	\$1,640	\$1,640	\$0

		(b) Budgeted		
FUNDING CATEGORY		Funds	(i) Home-Delivered Meals	(ii) Nutrition Education
(14) USDAN SIP	Cash	\$8,683	\$8,683	
	In-Kind	\$0		
(15) Non-Matching	Cash	\$45,000	\$45,000	
	In-Kind	\$0		
(16) Matching	Cash	\$27,146	\$27,146	
	In-Kind	\$1,640	\$1,640	
(17) Grant Related Income	Cash	\$21,106	\$21,106	
	In-Kind	\$0		
(18) Title IIC2 State GF Grant Funds	Cash	\$160,377	\$160,377	
	In-Kind	\$0		
(19) Title IIC2 Federal Grant Funds	Cash	\$84,205	\$84,205	
	In-Kind	\$0		
(20) TOTAL FUNDING	Cash	\$346,517	\$346,517	\$0
	In-Kind	\$1,640	\$1,640	\$0

		(c) Match		
MATCH CHECK			(i) Home-Delivered Meals	(ii) Nutrition Education
Total Match		\$28,786	\$28,786	\$0
10.53% Minimum		10.53%	10.53%	#DIV/0!

* (!) IT EQUIPMENT AND EQUIPMENT VALUED OVER \$4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

Exhibit B2
Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (Program Guide § 3.15)

A. Expenditure of Funds (Program Guide § 3.15.1)

1. The Subrecipient shall expend all funds received hereunder in accordance with this Agreement.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

a. Mileage/Per Diem (meals and incidentals)/Lodging:
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

b. Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the Subrecipient from paying any differences in costs, from funds other than those provided by RECIPIENT, between the CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from RECIPIENT. [SCM 3.17.2.A(4)]

Subrecipient agrees to include these requirements in all lower tiered subaward agreements it enters into with sub-subcontractors to provide services pursuant to this Subaward Agreement.

3. RECIPIENT reserves the right to refuse payment to Subrecipient or disallow costs for any expenditure, as determined by RECIPIENT to be: out of compliance with this Subaward Agreement, unrelated or inappropriate to Subaward activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

B. Accountability for Funds (Program Guide § 3.15.2)

1. Subrecipient shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Subrecipient and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

C. Financial Management Systems (Program Guide § 3.15.3)

Subrecipient shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

- a. Financial Reporting.
- b. Accounting Records.
- c. Complete Disclosure.
- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

D. Unexpended Funds (Program Guide § 3.15.4)

Upon termination, cancellation, or expiration of this Subaward Agreement, or dissolution of the entity, the Contractor shall return to the Recipient immediately, upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

E. Funding Contingencies (Program Guide § 3.15.5)

1. It is understood between the parties that this Subaward Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Subaward Agreement were executed after that determination was made.
2. This Subaward Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Subaward Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Subaward Agreement in any manner.
3. Limitation of Liability of RECIPIENT and/or State (Program Guide § 3.15.6)

Payment for performance by the Subrecipient shall be dependent upon the availability of future appropriations by the California Legislature or Congress for the purposes of this Subaward, approval by RECIPIENT of Subrecipient's budget, and approval by the State of RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget.

No legal liability on the part of the State nor the RECIPIENT may arise under this Subaward until funds are made available, Subrecipient's budget has been received and approved by RECIPIENT, the State has approved RECIPIENT's itemized Area Plan Budget incorporating Subrecipient's budget, and Subrecipient has received an executed Subaward.

4. Funding Reduction(s) (Program Guide § 3.15.7)

- a. If funding for any State fiscal year is reduced or deleted by the California Department of Aging, California Department of Finance, California Legislature, or Congress for the purposes of this program, RECIPIENT shall have the option to either:
 1. Terminate Subrecipient pursuant to Exhibit D., Article X or
 2. Offer a Subaward amendment to Subrecipient to reflect the reduced funding for this Subaward.
- b. In the event that RECIPIENT elects to offer an amendment, it shall be mutually understood by both parties that:
 1. RECIPIENT reserves the right to determine which subcontracts, if any, under this program shall be reduced.
 2. Some subcontracts may be reduced by a greater amount than others, and
 3. RECIPIENT shall determine at its sole discretion the amount that any or all of the subcontracts shall be reduced for the fiscal year.

F. Interest Earned (Program Guide § 3.15.8)

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to RECIPIENT. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. Subrecipient must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The Subrecipient receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION (Program Guide § 4.5)

A. Budget & Budget Revision

1. Subrecipient shall be compensated for expenses only as itemized in Subrecipient's budget then most recently approved by RECIPIENT and shall not be entitled to payment for those expenses until review and approval by RECIPIENT of Subrecipient's budget and until review and approval by the State of RECIPIENT's Area Plan Budget incorporating Subrecipient's budget. Subrecipient's Budget as approved by RECIPIENT is hereby incorporated by reference into this Subaward Agreement as a part of Exhibit B.
2. At any time during the Subaward period, RECIPIENT may request that Subrecipient revise its budget to reflect changes in funding levels, or to more closely align with realistic projections of service levels, income, or expense.
3. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Subrecipient's Budget shall include, at a minimum, the following items when reimbursable under this Agreement:
 - a. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Agreement.
 - b. Fringe Benefits.
 - c. Contractual Costs – Subaward and consultant cost detail.
 - d. Indirect Costs.
 - e. Rent - specify square footage and rate.
 - f. Supplies.
 - g. Equipment - detailed descriptions and unit costs.
 - h. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs - a detailed list of other operating expenses.

B. Indirect Costs (Program Guide § 4.5.1)

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Sub Contractor's MTDC per funding category. [2 CFR 200.414(c)(1),(f)] [45 CFR 75.414(c)(1), (f)].
2. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting minimum matching requirements.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income (Program Guide § 4.6)

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title IIIB, IIIC, Program Income must be spent before Subaward funds (except as noted in 4) and may reduce the total amount of Subaward funds payable to the Subrecipient.
4. For Title IIIB and IIIC programs, if Program Income is earned by Subrecipient in excess of the amount reported in Subrecipient's last RECIPIENT-approved budget, and if aggregate Program Income earned by all providers and RECIPIENT exceeds the amount reported in RECIPIENT's last CDA-approved Area Plan Budget, a proportionate share of the aggregate excess amount attributable to Subrecipient may be deferred for use during the first quarter of the following contract budget period, if said following contract budget period is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.
6. Program Income may not be used to meet the matching requirements of this Subaward Agreement.
7. Program Income must be used to expand baseline services.

B. One-Time Only (OTO) Funds (Program Guide § 4.6.1)

One-Time-Only funds are grant funds which are additional to Subrecipient's baseline award. If awarded, One-Time-Only funds will be awarded by formal amendment of this Subaward Agreement, will be identified by the AAA as "one-time-only" or "OTO" in said amendment, and shall not be expended by Subrecipient for any purpose other than the specific purpose or purposes set forth in said amendment.

1. Titles III federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, Subrecipient shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current Subaward period.
2. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions (Program Guide § 4.6.2)

"Matching Contributions" means local cash and/or in-kind contributions made by the Subrecipient, a sub-Subrecipient, or other local resources that qualify as match for the Subaward funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Program Guide § 4.7)

- A. Subrecipient may make written request to RECIPIENT for approval of a revision to Subrecipient's budget, but RECIPIENT may withhold such approval if such revision might cause RECIPIENT not to comply with any restrictions regarding revisions to the Area Plan Budget approved by the Department of Aging, or if sufficient funds are not available.
- B. The final date to submit a request for a budget revision initiated by Subrecipient is December 15th of the Subaward Agreement period for a budget revision requiring a transfer of funds between Title IIIB, IIIC-1, or IIIC-2, unless otherwise specified by RECIPIENT.
- C. The final date to submit a request for a budget revision containing line item adjustments only, and not requiring such transfer of funds, is March 30th.

D. Matching Requirements

1. The required program matching contribution for Title IIIB and IIIC is 10.53 percent.
2. Minimum matching requirements for Title IIIB and IIIC are calculated on net costs, which are total costs less program income, NSIP, and non-matching contributions.
3. Program matching contributions for Title IIIB and IIIC can be pooled to meet the minimum requirement of 10.53%.
4. Matching contributions generated in excess of the minimum required are considered overmatch.

E. Equipment

Equipment /Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from RECIPIENT. To request approval for specific equipment items, requests with justifications shall be sent to sgebhart@csuchico.edu. Such items must also be included in Recipient's approved Area Plan Budget. Please note an approved budget is not approval for equipment purchase.

ARTICLE V. PAYMENTS (Program Guide § 4.8)

- A. For Title III B and III C Programs, the Subrecipient shall prepare and submit to RECIPIENT a monthly expenditure report and request for payment, in a format determined by RECIPIENT, no later than the 20th calendar day of each month. The report shall include all costs and funding sources for the month prior, including NSIP for III C programs.
- B. RECIPIENT shall review requests for payment to ensure compliance with the approved Subaward budget and will analyze current cash needs.
- C. RECIPIENT shall pay Subrecipient a total not to exceed the maximum amount specified herein. Payments to Subrecipient will be made after Enterprises receives funds from the Prime agency.
- D. RECIPIENT may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Subrecipient, until such time as RECIPIENT determines that the financial management standards are met.
- E. Maximum Funds Available

In consideration of the timely performance of the Subrecipient in a manner consistent with the law and this Subaward Agreement, including reporting requirements, RECIPIENT shall pay the Subrecipient the **lesser** of (1) the Subrecipient's respective expenditures within the limitations of the approved budget and budget narrative attached hereto, and within the purview of eligible and chargeable costs as set forth in said budget and 45 CFR, Appendix F, and not otherwise reimbursed;

or (2) the maximum Subaward for each category of service as specified herein, or as hereinafter modified in writing by RECIPIENT; or (3), at the option of RECIPIENT, the product of the respective number of units of service actually provided for each category of service, for each County to be served, multiplied by the applicable maximum Subaward baseline award for said category of service, divided by the respective number of units of service for said category of service and County set forth in the scope of work attached hereto, or as hereinafter modified in writing by RECIPIENT.

ARTICLE VI. CLOSEOUT (Program Guide § 4.12)

- A. The Financial Closeout Report and updated Report of Property Purchased with Agreement Funds must be submitted to RECIPIENT on or before July 25, 2025.

If a Subaward is terminated prior to the end of the Subaward period, all reports are due within 20 calendar days following the date of termination.

- B. At RECIPIENT's election, grant funds may be reduced proportionately to maintain the required matching ratios if Subrecipient fails to report sufficient match in the Financial Closeout Report.
- C. If the final expenditures reported to RECIPIENT exceed the amount paid to Subrecipient, RECIPIENT will reimburse the difference to Subrecipient up to the maximum amount. If the expenditures reported by Subrecipient are less than the payment amount, RECIPIENT will invoice Subrecipient for the unspent funds or deduct the amount of unspent funds from the amount advanced for the following contract budget period.

Exhibit C

General Terms and Conditions

1. Approval

This Subaward Agreement is of no force or effect until RECIPIENT's Agreement with the Department of Aging has been signed by both parties and approved by the Department of General Services, if required. Subrecipient may not commence performance until such approval has been obtained.

2. Agreement Authorization (AAA-2425-03 §8)

If a public entity, Subrecipient shall submit to RECIPIENT a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, Subrecipient shall submit to RECIPIENT an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

These documents, including minute orders must also identify the action taken.

Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Subrecipient authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

3. AMENDMENTS, REVISIONS OR MODIFICATIONS (AAA-2425-03 §16)

- A. No amendment or variation of the terms of this Subaward Agreement shall be valid unless made in writing, signed and approved through by both parties. No oral understanding or agreement not incorporated in this Subaward Agreement is binding on any of the parties.
- B. Any provision of this subaward which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of subaward 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.
- C. Failure by the AAA to take necessary actions required by amendments to this Subaward and/or the Program Guide shall constitute a material violation.
- D. RECIPIENT reserves the right to revise, waive, or modify the Subaward Agreement to reflect any restrictions, limitations, or conditions enacted by the State, or enacted by Congress or the Legislature.

4. Audit (Program Guide § 3.7)

Subrecipient agrees that RECIPIENT, the awarding State agency, the Department of General Services, the California State Auditor, or their designated representative shall have the right to audit and/or review and copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated in Exhibit D. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Subrecipient agrees to refund to RECIPIENT any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed by RECIPIENT after audit or inspection of records.

5. Use of Name and Publicity

Neither Party will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this agreement or any product or service resulting from this agreement, without prior written approval of the other Party.

6. Indemnification

- A. Subrecipient shall defend, indemnify, and hold harmless RECIPIENT; California State University, Chico; the California State University (CSU); the Trustees of the CSU, the State of California, and their officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of Subrecipient, its officers, employees, and agents.
- B. RECIPIENT shall defend, indemnify, and hold harmless Subrecipient, its officers, employees, volunteers, and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts.

7. Commencement of Work (AAA-2425-03 §7)

Should Subrecipient begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

8. Standards of Work (AAA-2425-03 §9A)

Subrecipient agrees that the performance of work and services pursuant to the requirements of this Subaward Agreement shall conform to accepted professional standards.

9. Corporate Status (AAA-2425-03 §9B)

- A. Subrecipient shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, Subrecipient shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- B. Subrecipient shall ensure that any sub-Subrecipients providing services under this Agreement shall be of sound financial status.
- C. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- D. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Subaward Agreement with RECIPIENT until satisfactory status is restored. Failure to maintain good standing by a sub-subcontracting entity shall result in suspension or termination of the sub-Subaward by Subrecipient until satisfactory status is restored.

10. Nondiscrimination (AAA-2425-03 §9C)

The Subrecipient shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subrecipient shall comply with the following:

- A. **Equal Access to Federally Funded Benefits, Programs and Activities** - The Subrecipient shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 USC 2000d; 45 CFR 80), which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.
- B. **Equal Access to State-Funded Benefits, Programs and Activities** - The Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code§ 11135 et seq., and 2 CCR§ 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR§ 98323]
- C. **California Civil Rights Laws** - Subrecipient shall, ensure compliance with the requirements of California Public Contract Code§ 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Subaward Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code§ 51) and the Fair Employment and Housing Act (Cal. Gov. Code§ 12960) and ensures that Subrecipient's internal policies are not used in violation of California Civil Rights Laws.
- D. The Subrecipient assures RECIPIENT 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 USC 12101 et seq.)
- E. The Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Subaward Agreement.

11. Lobbying Certification (AAA-2425-03 §9 D)

Subrecipient, by signing this Subaward Agreement, hereby certifies to the best of its knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- C. Subrecipient shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all sub-subcontractors shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- E. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

- F. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. Conflict of Interest (AAA-2425-03 §9E)

- A. The Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of sub-Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the RECIPIENT determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by RECIPIENT and such conflict may constitute grounds for termination of the Subaward Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

13. Covenant Against Contingent Fees (AAA-2425-03 §9F)

- A. Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Subaward Agreement. There has been no agreement to make commission payments in order to obtain this Subaward Agreement.
- B. For breach or violation of this warranty, RECIPIENT shall have the right to terminate this Subaward Agreement without liability or at its discretion to deduct from the Subaward Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

14. Payroll Taxes and Deductions (AAA-2425-03 §9G)

Subrecipient shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

15. Subawards in Excess of \$100,000 (AAA-2425-03 §9 H)

If all funding provided herein exceeds \$100,000, Subrecipient shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act, as amended. [42 USC 7401]
- b. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- c. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- d. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

16. Debarment, Suspension, and Other Responsibility Matters (AAA-2425-03 § 9 I)

- A. Subrecipient certifies to the best of its knowledge and belief, that it and its sub-Subcontractors:
 - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

2. Have not, within a three-year period preceding this Subaward Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification.
 4. Have not, within a three-year period preceding this Subaward Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- B. Subrecipient shall report immediately to RECIPIENT in writing, any incidents of alleged fraud and/or abuse by either Subrecipient or sub-Subcontractors.
 - C. Subrecipient shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by RECIPIENT.
 - D. Subrecipient agrees to timely execute any and all amendments to this Subaward Agreement or other required documentation relating to the sub-Subrecipient's debarment/suspension status.

17. Subrecipient's Staff (AAA-2425-03 §9J)

Subrecipient shall maintain adequate staff to meet Subrecipient's obligations under this Agreement.

This staff shall be available to the State and/or to RECIPIENT for training and meetings which the State and/or RECIPIENT may find necessary from time to time.

18. Remedies (AAA-2425-03 §14)

Subrecipient agrees that any remedy provided in this Subaward Agreement is in addition to and not in derogation of any other legal or equitable remedy available to RECIPIENT as a result of breach of this Agreement by Subrecipient, whether such breach occurs before or after completion of the project.

19. Dissolution of Entity (AAA-2425-03 §15)

Subrecipient shall notify RECIPIENT immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

20. Subject Headings

Headings within this Subaward Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

21. Force Majeure

Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, pandemics, and other natural disasters such that performance is impossible.

22. Governing Law

This Subaward Agreement is governed by and shall be interpreted in accordance with the

laws of the State of California.

23. Severability

The invalidity or unenforceability of any provisions of this Subaward Agreement shall not affect the validity or enforceability of any other provision of this Subaward Agreement, which shall remain in full force and effect.

24. Entire Agreement

This Subaward Agreement and exhibits constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties, written or oral.

25. Order of Precedence and Resolution of Language Conflicts (Program Guide §3.1.2)

Subrecipient agrees to the extent applicable to the work to be performed by Subrecipient under this Subaward to comply with the provisions and clauses of the Prime Agreement and CDA Program Guide listed in Exhibits F & G. Where appropriate in the clauses, the term “CDA” shall mean “Recipient” and the terms “AAA” or “Chico State Enterprises” shall mean Subrecipient

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The HHS Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. This Subaward Agreement, and all exhibits and amendments thereto.
5. Agreement No. AAA-2425-03 between RECIPIENT and the California Department of Aging, all Exhibits and any amendments thereto.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants_policies-regulations/index.html
7. Program memos and other guidance issued by CDA.

Exhibit D
General Program Guide Terms and Conditions

Agency (Required for federal funding source)	Prime Agreement Number/Date (if available)	If Federal, CFDA/ALN Number	Is prime award R&D? (yes/no)
U.S. Department of Health and Human Services, Administration for Community Living	AAA-2425-03	93.044	No
		93.045	
		93.053	

ARTICLE I. GENERAL DEFINITIONS (Program Guide § 3.1)

A. General Definitions (Program Guide §3.1.1)

1. The term "Subaward Agreement" or "Subaward" shall mean this numbered Subaward Agreement, referenced exhibits, amendments hereto, the Request for Proposal and Subrecipient's Proposal, if any, the terms and conditions of Agreement No. AAA-2425-03 between Chico State Enterprises and the California Department of Aging and amendments thereto which are all hereby incorporated herein, as well as the Planning and Service Area No. 3 Area Plan and Area Plan Budget and any other documents incorporated by reference, unless otherwise provided in this Article.
2. "Subrecipient" means the governmental, nonprofit, or other legal entity awarded funds under this Subaward Agreement and is accountable to RECIPIENT and to the State and/or federal government for use of these funds and which is responsible for executing the provisions for services of this Subaward Agreement.
3. "CCR" means California Code of Regulations.
4. "CFR" means Code of Federal Regulations.
5. "Cal. Gov. Code" means California Government Code.
6. "OMB" means the federal Office of Management and Budget.
7. "Cal. Pub. Con. Code" means the California Public Contract Code.
8. "Cal. Civ. Code" means California Civil Code
9. "Reimbursable item" also means "allowable cost" and "compensable item."
10. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
11. "Subrecipient" means the legal entity that receives funds from the Recipient to carry out part of a federal award identified in this Agreement.
12. "Contract" means any form of legal agreement between the Recipient and a contractor, including an agreement that the Recipient considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
13. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
14. "USC" means United States Code.

15. "HHS" means United States Department of Health and Human Services

16. "OAA" means Older Americans Act.

ARTICLE II. GENERAL ASSURANCES (Program Guide § 3.2)

- A. **Law, Policy and Procedure, Licenses, and Certificates** (Program Guide §3.2.1) - Subrecipient agrees to administer this Subaward Agreement in accordance with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines and/or manuals related to this Subaward Agreement and resolve all issues using good administrative practices and sound judgment. Subrecipient and its sub-Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- B. **Subaward** (Program Guide §3.2.2)- The Subrecipient shall require language in all subawards to require all sub-Subrecipients to comply with all applicable State and federal laws.
- C. **Facility Construction or Repair** (Program Guide §4.4.2) - This section applies only to Title III B funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair, but only with prior written approval by RECIPIENT.
1. When applicable for purposes of construction or repair of facilities, Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60].
 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property except where permitted by law and by RECIPIENT.
 3. When funding is provided for construction and non-construction activities, Subrecipient must obtain prior written approval from RECIPIENT before making any fund or budget transfers between construction and non-construction.

ARTICLE III. RECORDS (Program Guide §3.3)

- A. Subrecipient shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (Closeout to RECIPIENT) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance to Article IX of this exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to RECIPIENT and CDA. All records pertaining to this Subaward Agreement must be made available for inspection and audit by RECIPIENT or by the State or its duly authorized agents, at any time during normal business hours.

- B. All such records, including confidential records, must be maintained and made available by Subrecipient: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Subaward Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Subaward Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above.

Subrecipient shall ensure that any resource directories and all client records remain the property of RECIPIENT and CDA upon termination of this Subaward Agreement and are returned to RECIPIENT and/or CDA or transferred to another Subrecipient as instructed by RECIPIENT and/or CDA.

- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of RECIPIENT and/or the State and is so stated in writing to Subrecipient.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by RECIPIENT under this Subaward Agreement.
- F. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by RECIPIENT or CDA during the audit resolution process.
- G. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE IV. ACCESS (Program Guide §3.5)

Subrecipient shall provide access to RECIPIENT, the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of Subrecipient which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. Subrecipient shall include this requirement in its sub-subcontracts.

ARTICLE V. MONITORING AND EVALUATION (Program Guide §3.6)

- A. Authorized RECIPIENT and/or State representatives shall have the right to monitor and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Subaward Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. Subrecipient shall cooperate with RECIPIENT and the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

- C. Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. Subrecipient is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE VI. INSURANCE (Program Guide §3.8)

- A. Prior to commencement of any work under this Subaward Agreement, Subrecipient shall provide to the recipient, for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$2,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Subaward Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, Subrecipient and Subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - \$750,000 if seating capacity is under 8
 - \$1,500,000 if seating capacity is 8 -15
 - \$5,000,000 if seating capacity is over 15
 - 4. Workers Compensation and Employers' Liability per statutory limits.
 - 5. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Recipient, or be provided through partial or total self-insurance acceptable to the Recipient.
- C. Evidence of insurance shall be in a form and content acceptable to Recipient.
- D. Subrecipient shall notify RECIPIENT within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to RECIPIENT, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium.
 - 2. The Certificate of Insurance shall provide that The State of California; the California State University (CSU); the Trustees of the California State University; California State University, Chico; Chico State Enterprises; University Foundation, California State University, Chico; and the officers, employees, representatives, volunteers, and agents of each of them are included as additional insureds, with respect to work performed under this Subaward Agreement. Workers Compensation and Professional liability coverage are exempt from this requirement.
 - 3. Chico State Enterprises shall be named as the certificate holder and RECIPIENT's address must be listed on the certificate.

- F. The insurance provided herein shall be in effect at all times during the term of this Subaward Agreement. In the event the insurance coverage expires during the term of this Subaward Agreement, Subrecipient agrees to provide RECIPIENT, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year.

In the event Subrecipient fails to keep in effect at all times said insurance coverage, RECIPIENT may, in addition to any other remedies it may have, terminate this Subaward Agreement.

- G. Subrecipient shall require its lower tiered recipients, contractors, and vendors under this Subaward Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Subrecipient shall require all of its lower tier Subcontractors to hold Subrecipient harmless. The sub-Subrecipient's Certificate of Insurance for general and auto liability shall also name Subrecipient, not RECIPIENT nor the State, as the certificate holder and additional insured. Subrecipient shall maintain Certificates of Insurance for all of its Subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Subaward Agreement number shall be submitted to RECIPIENT with this Subaward Agreement.
- I. Subrecipient shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and Subrecipient affirms to comply with such provisions before commencing the performance of the work under this Subaward Agreement. [Labor Code§ 3700]

ARTICLE VII. TERMINATION (Program Guide §3.9)

A. Termination Without Cause

Recipient may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if Recipient determines that a termination is in the program's best interest. Recipient may terminate the subaward upon ninety (90) days written notice to the subrecipient. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the subaward is due to a reduction or deletion of funding by CDA, the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The subrecipient shall submit to recipient a Transition Plan as specified in Exhibit E, Article IV. The parties agree that for the terminated portion of the subaward, the remainder of subaward shall be deemed to remain in effect and is not void.

B. Termination for Cause

Recipient may terminate, in whole or in part, for cause the performance of work under the subaward. Recipient may terminate the MOU upon thirty (30) days written notice to the Subrecipient. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Subrecipient shall submit to Recipient a Transition Plan as specified in this Exhibit E, Article IV. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Subaward shall be effective immediately.
2. A violation of the law or failure to comply with any condition of the Subaward.

3. Inadequate performance or failure to make progress so as to endanger performance of the Subaward
4. Failure to comply with reporting requirements.
5. Evidence that the Subrecipient is in an unsatisfactory financial condition as determined by an audit of the Subrecipient or evidence of a financial condition that endangers performance of the Subaward and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of the Subaward and the services outlined within the subaward in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the subrecipient's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the subrecipient.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the subrecipient's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The subrecipient's organizational structure has materially changed.
12. Recipient determines that the subrecipient may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the subrecipient may be subject to special conditions or restrictions.

C. Subrecipient's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by Recipient and/or CDA, the subrecipient shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Subrecipient shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the subaward.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of the MOU shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the subrecipient. The notice shall describe the action being taken by Recipient,

the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the subrecipient may voluntarily terminate its subaward prior to its expiration either by mutual agreement with Recipient or upon thirty (30) days written notice to Recipient. In case of voluntary termination, the Subrecipient shall allow Recipient up to one hundred eighty (180) days to transition services. The subrecipient shall submit a Transition Plan in accordance with this subaward.

F. Notice of Intent to Terminate by AAA (all other non-Title III Programs)

In the event the subrecipient no longer intends to provide services under the subaward, the subrecipient shall give Recipient a Notice of Intent to Terminate. Such notice shall be given in writing to Recipient at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the subrecipient does not have the authority to terminate the subaward. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Subrecipient shall submit a Transition Plan in accordance with this subaward.

G. In the Event of a Termination Notice

Recipient will present written notice to the Subrecipient of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE VIII. NOTICES (Program Guide §3.10)

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, or overnight mail, or by electronic methods, provided Subrecipient retains receipt, and shall be communicated as of actual receipt.

Notices mailed to Chico State Enterprises shall be addressed to:

Chico State Enterprises
Attn: Director, Sponsored Contracts
25 Main Street, Suite 103
Chico, CA 95928-5388

Notices mailed to Subrecipient shall be to the address indicated on the signature page of this Subaward Agreement.

- B. Each party may change its address by written notice to the other party in accordance with this Article.

ARTICLE IX. INFORMATION INTEGRITY AND SECURITY (Program Guide §3.11)

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the subrecipient is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the subrecipient, or collected, created, maintained, stored, transmitted, or used by the subrecipient for or on behalf of the recipient and CDA pursuant to subrecipients' subaward with the recipient and the CDA program guide. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) All parties desire to protect their privacy and provide for the security of CDA PSCI pursuant to this section of the subaward and in compliance with state and federal laws applicable to CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and sub-subawards made by the subrecipient in furtherance of the MOU and services provided in accordance with this Program Guide. The subrecipient shall require its agents, subrecipients, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

A. Definitions

1. Breach:

- a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
- b. the same definition of “breach of the security system” set forth in California Civil Code section 1798.29, subdivision (f); or
- c. the same as the definition of “breach” set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.

2. Confidential Information: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).

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

4. PSCI: “personal information”, “sensitive information”, and “confidential information” (as these terms are defined herein).

5. Personal Information: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA’s policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

- a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.
- b. **Protected Health Information (PHI):** 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 at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. Public Information: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

7. Security Incident:

- a. A breach or attempted breach; or
- b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide;

or
- c. the attempted or successful modification or destruction of, or interference with, the SUBRECIPIENT’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or

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

8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

B. Disclosure Restrictions

The SUBRECIPIENT shall protect CDA PSCI from unauthorized disclosure. The SUBRECIPIENT shall not disclose, except as otherwise specifically permitted by the MOU and this Program Guide, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The SUBRECIPIENT and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The SUBRECIPIENT agrees to provide the same, or greater, level of protection to CDA data that would be required if the SUBRECIPIENT were a Business Associate under HIPAA, regardless of whether the SUBRECIPIENT is or is not a Business Associate.
2. 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 CDA PSCI covered under this Program Guide beyond those provided through HIPAA, SUBRECIPIENT agrees:
 - a. 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
 - b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
 - c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in Section 3.11.1 of this Program Guide, 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.
 - d. If the SUBRECIPIENT is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the SUBRECIPIENT agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

C. Use Restrictions

The SUBRECIPIENT shall not use any CDA PSCI for any purpose other than performing the SUBRECIPIENT's obligations under the MOU and this Program Guide.

D. Safeguards and Security

The SUBRECIPIENT shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The SUBRECIPIENT

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 SUBRECIPIENT's operations and the nature and scope of its activities. The SUBRECIPIENT's administrative, technical, and physical safeguards shall include, at a minimum:

1. **Technical Security Controls:** The SUBRECIPIENT 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>.
2. **Removable Media Devices:** All electronic files that contain CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
3. **Patch Management:** The SUBRECIPIENT shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.
4. **Confidentiality Statement:** All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be renewed annually. The SUBRECIPIENT shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.
5. **Transmission and Storage of PSCI:** All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.
6. **Minimum Necessary:** Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.
7. **Antivirus Software:** All workstations, laptops and other systems that process and/or store CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
8. **Data Security:** CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

E. Employee Training

All persons who assist in the performance of functions or activities on behalf of Recipient and CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the SUBRECIPIENT's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

F. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where

appropriate.

G. Mailing:

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI 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 CDA to use another method is obtained.

H. Security Officer:

The SUBRECIPIENT shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Recipient and CDA.

I. Mitigation of Harmful Effects:

The SUBRECIPIENT shall mitigate, to the extent practicable, any harmful effect that is known to the SUBRECIPIENT of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Program Guide.

J. Access to, and Accounting For, Disclosure of PSCI:

The SUBRECIPIENT shall document and make available to Recipient or (at the direction of the Recipient and/or CDA) to an Individual such disclosures of CDA PSCI 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 45 CFR section 164.524 or any applicable state or federal law.

K. Access to Practices, Books, and Records

The SUBRECIPIENT shall make its internal practices, books, and records relating to the use and disclosure of CDA PSCI on behalf of Recipient and CDA available to Recipient and CDA upon reasonable request.

L. Special Provision for SSA Data

If the SUBRECIPIENT receives data from or on behalf of the recipient and/or CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the SUBRECIPIENT shall provide, upon request by Recipient/CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to the requesting agency.

M. Breaches and Security Incidents

The SUBRECIPIENT shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. **Notice to Recipient:** The SUBRECIPIENT shall notify Recipient immediately by email or telephone of the discovery of:
 - a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
 - b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
 - c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or

- d. Potential loss of confidential data affecting this agreement.
 - e. Notice via email shall be made using the current CDA 1025 “Information Security Incident Report” forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
 - f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the SUBRECIPIENT shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.
2. **Investigation of Security Incident or Breach:** The SUBRECIPIENT shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.
 3. **Complete Report:** The SUBRECIPIENT shall provide a complete report of the investigation to Recipient within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If RECEIPT requests information in addition to this report, the SUBRECIPIENT shall make reasonable efforts to provide RECEIPT with such information. RECEIPT will review and approve or disapprove the SUBRECIPIENT’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 the SUBRECIPIENT’s corrective action plan.
 - a. If the SUBRECIPIENT does not submit a complete report within the ten (10) working day timeframe, the SUBRECIPIENT shall request approval from RECEIPT within the ten (10) working day timeframe of a new submission timeframe for the complete report.
 4. **Notification of Individuals:** If the cause of a breach is attributable to the SUBRECIPIENT or its agents, the SUBRECIPIENT shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. RECEIPT shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.
 5. **Responsibility for Reporting Breaches to Entities other than RECEIPT:** If the cause of a breach of CDA PSCI is attributable to the SUBRECIPIENT or its subcontractors, the SUBRECIPIENT is responsible for all required reporting of the breach as required by applicable federal and state law.
 6. **Submission of Sample Notification to Attorney General:** If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the SUBRECIPIENT is considered only a custodian and/or non-owner of the CDA PSCI, the SUBRECIPIENT shall, at its sole expense and at the sole election of RECEIPT, either:
 - a. 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). The SUBRECIPIENT shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
 - b. Cooperate with and assist RECEIPT in its submission of a sample copy of the notification to CDA and the Attorney General.

N. Contact Information

To direct communications to the above referenced CDA staff, the SUBRECIPIENT shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the SUBRECIPIENT.

CDA Privacy Officer

Office of Legal Services 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833
Attn: Chief Counsel Email:
privacy@aging.ca.gov Telephone:
(916) 419-7500

CDA Information Security Officer

Information Security Branch 2880
Gateway Oaks Dr. Suite 200
Sacramento, CA 95833
Attn: Information Security Officer
Email: iso@aging.ca.gov Telephone:
(916) 419-7500

O. Responsibility of Recipient

Recipient agrees to not request the SUBRECIPIENT use or disclose CDA PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

P. Audits, Inspections, and Enforcement

1. **Recipient Right to Inspect:** From time to time, Recipient may inspect the facilities, systems, books, and records of the SUBRECIPIENT to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The SUBRECIPIENT shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the SUBRECIPIENT's facilities, systems, and procedures does not relieve the SUBRECIPIENT of its responsibility to comply with this ICSR section.
2. **Notification to CDA in Event the SUBRECIPIENT is Subject to Other Audit:** If the SUBRECIPIENT is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the SUBRECIPIENT shall promptly notify CDA unless it is legally prohibited from doing so.

Q. Miscellaneous Provisions

1. **Disclaimer:** CDA makes no warranty or representation that compliance by the SUBRECIPIENT with this Program Guide will satisfy the SUBRECIPIENT's business needs or compliance obligations. The SUBRECIPIENT is solely responsible for all decisions made by the SUBRECIPIENT regarding the safeguarding of CDA PSCI and other confidential information.
2. **Amendment:**
 - a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide 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.
 - b. Failure by the SUBRECIPIENT to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.
3. **Assistance in Litigation or Administrative Proceedings:** The SUBRECIPIENT shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or

employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the SUBRECIPIENT (except where the SUBRECIPIENT or its subcontractor, workforce employee, or agent is a named adverse party).

4. **No Third-Party Beneficiaries** Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.
5. **Interpretation:** The terms and conditions in this Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of this Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
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.
7. **Return or Destruction of CDA PSCI on Expiration or Termination:** At expiration or termination of the MOU, if feasible, the SUBRECIPIENT shall return or destroy all CDA PSCI that the SUBRECIPIENT still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the SUBRECIPIENT shall determine the terms and conditions under which the SUBRECIPIENT may retain the PSCI.
8. **Data Sanitization:** All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.
 - a. **Survival:** If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the SUBRECIPIENT under this Section shall survive the completion or termination of the MOU between the SUBRECIPIENT and CDA. The SUBRECIPIENT shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

ARTICLE X. COPYRIGHTS AND RIGHTS IN DATA (Program Guide §3.12)

A. Copyrights

1. If any material funded by this Subaward Agreement is subject to copyright, RECIPIENT reserves the right to copyright such material and Subrecipient agrees not to copyright such material, except as set forth in Section B of this Article.
2. Subrecipient may request permission to copyright material by writing to the Director of RECIPIENT. The Director shall grant permission or give reason for denying permission to Subrecipient in writing within sixty (60) days of receipt of the request.
3. If the material is copyrighted with the consent of RECIPIENT, RECIPIENT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. Subrecipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Subaward Agreement without the express written consent of the Director of RECIPIENT. That consent shall be given, upon

receipt by RECIPIENT of the express written consent of the Director of CDA, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by RECIPIENT. RECIPIENT or State may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client specific.

2. As used in this Subaward Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Subaward Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Subaward Agreement, the State and/or RECIPIENT may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Subaward Agreement.

ARTICLE XI. Public Education and Information (Program Guide §3.13)

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

Subrecipients and lower-tier subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PI&E materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

AAAs should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the AAA and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The CDA reserves the right to use materials developed by the AAA and/or subcontractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

All documents produced must comply with Federal Acquisition Regulation, Section 508, which governs document accessibility.

A. S.W.A.G Ban (Program Guide §3.13.1)

The AAA and its Subcontractor shall comply with Governor’s Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get”.

B. Advertising and Public Relations (Program Guide §3.13.2)

Press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notices that utilize the CDA logo or name, require approval by the CDA Office of Communications prior to publication and dissemination. The AAA shall email the draft language and materials a minimum of ten (10) business days in advance of publication and dissemination to communications@aging.ca.gov and the appropriate CDA Program staff point of contact.

Language and materials submitted will be assessed in batches on the first and fifteenth of each month, with a minimum of ten (10) business days approval period.

C. Approval Requirements for Advertising and Public Relations (Program Guide §3.13.3)

This section further clarifies the approval requirements for Public Education and Information as outlined in section 2.

1. Approval Required for materials that mention the CDA name or use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

2. No Approval Required:

- Materials that only mention CDA in the funding disclaimer “The materials were funded by a contract with the California Department of Aging.” without using the CDA logo.
- Materials that do not mention the CDA name or use the CDA logo.

3. Social Media Posts

Approval Required:

- Social media posts that mention the CDA name or use the CDA logo

No Approval Required:

- Social media posts that do not mention the CDA name or use the CDA logo, even if CDA funds are involved.
- Tagging @calaging on X, Facebook or LinkedIn is optional but encouraged to keep CDA informed about your organization’s activities.

4. Specific Scenarios and Examples

- Paid advertisement in local newspaper - No approval is needed if the promotion includes the funding disclaimer without the CDA logo or mentioning CDA.
- Public Notices - No approval is needed for public notices about Area Plan updates or RFPs that use template language but do not use CDA logo.

Examples of materials requiring approval:

- Press releases, brochures, websites, flyers, invitations, presentations, and reports that mention the CDA name beyond the funding disclaimer language or use the CDA logo with or without other logos.

5. Submission Process

- Submit language and materials needing approval to communications@aging.ca.gov
- Review timeline: Typically, within ten (10) business days
- Review dates: First and fifteenth of each month
- Urgent requests: Notify Office of Communications if expedited approval is needed
- Questions
- For questions about approval requirements email communications@aging.ca.gov
- For any inquiries or clarifications regarding the Stevens Amendment, contact your CDA Program Manager.

D. Copyrights/Trademarks (Program Guide §3.13.4)

The Subrecipient and CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for educational and federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

Exhibit E

Specific Program Guide Terms and Conditions

ARTICLE I. ASSURANCES SPECIFIC TO AREA PLAN PROGRAMS (Program Guide 4.2)

A. Program Assurances

Subrecipient shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. Subrecipient shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
3. RECIPIENT will make funds available to Subrecipient only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
4. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by Subcontractors.
5. Funds made available under this Subaward Agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government to provide Title III services.
6. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. Subrecipient shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its Subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.044 Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Senior Centers (Title III B).

93.045 Special Programs for the Aging-Title III, Part C - Nutrition Services (Title III C).

93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its Subcontractors that meet the definition of "cluster of programs."

When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the Subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organization 45 CFR 75 Appendix IV to part 75 C. 2.a.

7. Subrecipient assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. Subrecipient or any Subcontractors for any Title III or Title VII-A services shall not use means tests.

- b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
- c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
- d. Subrecipient will:
 - 1. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - 2. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - 3. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - 4. Establish appropriate procedures to safeguard and account for all contributions.
 - 5. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
- 8. Any Title III service shall not implement a Cost Sharing program unless approved by RECIPIENT and CDA.
- 9. Subrecipient shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
- 10. Subrecipient shall assist Recipient to identify and make contact with the local Office of Emergency Services (OES) for Subrecipient's service area and to define Subrecipient's, AAA's, and the OES' respective roles and responsibilities. Subrecipient may participate in a discussion of the types of clients served by Subrecipient and how their needs will be addressed by the OES in the community.
- 11. Subrecipient shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the RECIPIENT.
- 12. Subrecipient shall not require proof of age, citizenship, or disability as a condition of receiving services.
- 13. If a senior nutrition program provider, Subrecipient shall develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
- 14. If a Senior home-delivered program provider, Subrecipient shall annually assess each Title III C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J)] [OAA § 207(a)(3)]
- 15. Subrecipient shall assure that the following publication conditions are met:

Materials published or transferred by Subrecipient and financed with funds under this Subaward Agreement shall:

- a. state, "The materials or product were a result of a project funded by a contract with the California

Department of Aging".

- b. give the name of the entity, the address, and telephone number at which the supporting data is available and
 - c. include a statement that, "The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."
16. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
17. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program

B. Assurances Specific to Legal Service Providers (LSPs) (Program Guide § 4.2.1)

In accordance with OAA § 731, Subrecipient shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible, and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC funded program.
6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.
7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.
8. LSPs are to use the Uniform Reporting System revised by CDA in July 2013 to collect data on legal services provided.

ARTICLE II. REPORTING PROVISIONS (Program Guide § 4.9)

- A. Subrecipient shall submit program performance reports as applicable for Title III B, Title III C-1, Title III C-2, and Title III D programs in accordance with RECIPIENT and CDA requirements. [Welfare & Inst. Code §9102 (a)(5)]
- B. Subrecipient shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable. For late reports, Subrecipient shall submit a written explanation to RECIPIENT within five (5) calendar days of the due date. This written explanation

shall include the reasons for the delay and the date the report will be submitted.

- C. Subrecipient shall verify the accuracy of the data with the understanding that it will be submitted by RECIPIENT to the Department of Aging for inclusion in reports to the State Executive Branch, Legislative Branch, and the federal government.
- D. Subrecipient shall have written procedures specific to each program which includes:
 - 1. Collection and reporting of program data for Sub-contractor.
 - 2. Ensuring the accuracy of data from intake/assessment process through data entry and reporting to RECIPIENT.
 - 3. Verification of data prior to submission to RECIPIENT.
 - 4. Correction procedures.
 - 5. Method for collecting and reporting:
 - a. Total estimated unduplicated clients in each non-registered service.
 - b. Total estimated unduplicated clients in all non-registered services.
 - c. Total estimated unduplicated clients across all registered and non-registered services.
 - 6. A performance data monitoring process.
- E. Subrecipient shall train and orient staff regarding program data collection and reporting requirements. Subrecipient shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS (Program Guide § 4.10)

- A. If Subrecipient disputes the administration of this Subaward Agreement, either fiscal or nonfiscal, Subrecipient shall use the appeal procedure established by RECIPIENT and the Area Agency on Aging. Unless RECIPIENT notifies Subrecipient of a different stated time, Subrecipient shall file an appeal within thirty (30) days of the disputed action.
- B. Only after Subrecipient has exhausted all appeal procedures established by RECIPIENT and the Area Agency on Aging shall Subrecipient use the appeal procedure established by the California Department of Aging in 22 CCR §7700 through 7710 to appeal RECIPIENT's final adverse determination relating to Title III programs, if applicable.
- C. Appeal costs or costs associated with any administrative or court review are not reimbursable.

ARTICLE IV. Transition Plans and Obligations Upon Termination (Program Guide § 4.11)

- A. Subrecipient shall submit a transition plan to RECIPIENT within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Exhibit D, Article XII of this Subaward Agreement) for a service funded either by Title III. The transition plan must be approved by CDA and RECIPIENT and shall at a minimum include the following:
 - 1. A description of how clients will be notified about the change in their service provider.
 - 2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new Contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the Contract. (22 CCR 7206(e)(4)]
 8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
 9. Additional information as necessary to affect a safe transition of clients to other community service providers.
- B. Subrecipient shall implement the transition plan as approved by CDA and RECIPIENT. RECIPIENT will monitor Subrecipient's progress in carrying out all elements of the transition plan.
- C. If Subrecipient fails to provide and implement a transition plan as required by Exhibit D, Article XII of this Subaward Agreement, Subrecipient will implement a transition plan submitted by RECIPIENT to Subrecipient following the Notice of Termination.

ARTICLE V. ADDITIONAL TERMS AND CONDITIONS (RECIPIENT)

- A. Subrecipient's independent audit shall include schedules which correlate by grant category and grant period to program expenditures as reported in Subrecipient's closeout report for the corresponding grant category and grant period. Discrepancies between audit schedules and the closeout report or failure to submit sufficiently detailed and appropriate audit schedules will result in disallowances by RECIPIENT and/or CDA.
- B. Subrecipient shall be in full contract compliance within 120 days of the beginning date of this Subaward Agreement. If full compliance has not occurred within this time period, RECIPIENT shall have the right to evaluate Subrecipient's capacity to fulfill Subaward goals. [CCR 7364(c)].
- C. Unless there are exceptional circumstances as determined by RECIPIENT, should Subrecipient's performance under this Subaward Agreement for any month fall below 85% of the contracted level of units of service or fail to meet the quality performance standards specified in Exhibit A, RECIPIENT may take the following steps:
1. RECIPIENT will advise Subrecipient of such performance deficiency or violation in writing and specify the action(s) that must be taken to remedy the situation.
 2. Subrecipient shall respond within 30 working days of receipt of above notice with a plan for correction.
 3. If approved by RECIPIENT, the plan shall be implemented by Subrecipient within forty-five (45) days of receipt of the notification described in Item 1 (above).
 4. If Subrecipient fails to respond within the appropriate time and/or with an appropriate plan or fails to implement the plan within the forty-five (45) day period, RECIPIENT may serve a written termination notice on Subrecipient, which termination may become effective

immediately. In the event of such termination, RECIPIENT shall be liable for payment only for allowable services rendered prior to the effective date of such termination, provided such services performed are in accordance with the terms of this Subaward Agreement.

5. Exceptional circumstances which could justify performance below the contracted level are those circumstances which are beyond Subrecipient's control, such as natural disasters, inflationary increases beyond anticipated levels, shortages of materials or supplies due to labor disputes or other reasons to be determined at the discretion of RECIPIENT.
6. Subrecipient is a Congregate Nutrition service provider, Subrecipient shall assure that Subrecipient shall be in operation at least five (5) days per week, except in a rural-area where such frequency is not feasible, and a lesser frequency is approved by RECIPIENT and CDA.
7. An amendment is required to change Subrecipient's name as listed on this Subaward Agreement. Upon receipt of legal documentation of name change RECIPIENT will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

ARTICLE VI. RECIPIENT CONTACT

- A. The name of Recipient's contact to request revisions, waivers or modifications affecting this Subaward Agreement is Skye Gebhart, Contracts Analyst.
- B. Subrecipient shall present the name of its contact for this Subaward Agreement to RECIPIENT. Subrecipient shall immediately notify RECIPIENT in writing of any change of its contact or address

E-Contract Review
Approval as to Form

Department Name: Social Services / Community Action Agency

Vendor Name: Chico State Enterprises

Contract Description: For the purpose of Meals on Wheels program funding

APPROVED AS TO FORM:



Date: 1/15/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

MEMORANDUM OF UNDERSTANDING

between the

CALIFORNIA DEPARTMENT OF AGING

and

CHICO STATE ENTERPRISES

for

Coordination of Older Americans Act Services to Residents of

Planning Service Area 03

This MOU shall become effective July 1, 2024 and shall remain in effect until June 30, 2029.

Signed by: Mary Sidney 10/14/2024
FAD1A8EC1A93492...
 Mary Sidney
 CEO
 Chico State Enterprises
 25 Main Street Room 202
 Chico, CA 95928

Signed by: Andrew Sachs 10/14/2024
8880DC44041F428...
 Andy Sachs
 Assistant Deputy Director
 Office of Finance & Administration Svcs
 California Department of Aging
 2880 Gateway Oaks Drive, Suite 200
 Sacramento, CA 95833

^{DS}
Joel Chan 8/12/2024
 Date
 Joel Chan
 Contracts Officer

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CALIFORNIA DEPARTMENT OF AGING (CDA) AND
CHICO STATE ENTERPRISES

1. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the California Department of Aging, hereinafter referred to as "CDA," and Chico State Enterprises, hereinafter referred to as "Chico State Enterprises" or "AAA," in compliance with federal law (42 USC § 3001 et seq.), state law (Welfare and Institutions Code, Division 8.5), federal and/or state regulations, and any other authorities or policies.

This MOU provides the transfer or continued transfer of responsibility for Older Americans Act (OAA) and Older Californians Act (OCA) assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities within Chico State Enterprises' service area.

2. PARTIES

"Parties" shall mean Chico State Enterprises and CDA. Each individually is a "Party."

3. POLICY

Chico State Enterprises has been approved by the Administration for Community Living (ACL) to administer OAA and OCA activities in accordance with 42 USC § 3001 et seq., and Welfare and Institutions Code (WIC), Division 8.5.

4. APPLICABLE PROGRAMS

The programs selected below are applicable to this MOU between Chico State Enterprises and CDA.

- Area Plan (AP)
- Health Insurance Counseling and Advocacy Program (HICAP)
- Medicare Improvements for Patients and Providers Act (MIPPA)
- Title V Senior Community Services Program (TV SCSEP)

5. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this MOU or the Program Guide (as referenced in Section 10, below), will be provided by the State to the AAA upon full execution of this MOU.
- B. AAA shall submit to CDA changes to AAA's legal name, main address, and remit to address to bmbsubvention@aging.ca.gov.
- C. AAA shall submit to CDA changes to AAA Director or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

6. NOTICES

- A. Any notice to be given hereunder by either Party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the AAA retains receipt, and shall be communicated as of actual receipt.
- B. All other notices, apart from those identified in Section 5 of this MOU, shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the AAA shall be to the address indicated on the coversheet of this MOU.
- C. Either Party may change its address by written notice to the other Party in accordance with Section 5.

7. COMMENCEMENT OF WORK

Should the AAA or its subcontractor begin work in advance of receiving notice that this MOU is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated and done at risk of assuming any and all liabilities that stem from said work.

8. RESPONSIBILITIES

A. MOU Authorization

- i. If a public entity, the AAA shall submit to CDA a copy of an approved resolution, order, or motion referencing this MOU number authorizing execution of this MOU. If a private nonprofit entity, the

AAA shall submit to CDA an authorization by the Board of Directors to execute this MOU, referencing this MOU number.

- ii. These documents, including minute orders must also identify the action taken.
- iii. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this MOU. This requirement may also be met by a single resolution from the Governing Board of the AAA authorizing the AAA Director or designee to execute the original and all subsequent amendments to this MOU.

B. UEI Number and Related Information

- i. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this MOU. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
- ii. The AAA must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
- iii. If CDA cannot access or verify "Active" status by way of the AAA's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the AAA's data entry for its UEI number, the AAA must immediately update the information as required.

E. Consultation

- i. CDA will issue a Program Guide and Program Memos to provide guidance, insight, and direction to the AAAs on topics related to the activities applicable to this MOU.
- ii. CDA and the AAA shall follow guidance provided by the Program Guide and Program Memos to promote cooperation, communication, and coordination of service and program implementation.

9. ASSURANCES

A. Standards of Work

The AAA agrees that the performance of work and services pursuant to the requirements of this MOU and the Program Guide shall conform to accepted professional standards.

B. Corporate Status

- i. The AAA shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the AAA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- ii. The AAA shall ensure that any subcontractors providing services under this MOU shall be of sound financial status.
- iii. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this MOU.
- iv. Failure to maintain good standing by the AAA shall result in suspension or termination of this MOU with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the AAA until satisfactory status is restored.

C. Nondiscrimination

The AAA shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 04/2017), located <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>, which is hereby incorporated by reference. The CCC 04/2017 is required to be signed and submitted to CDA once every three (3) years and shall be furnished upon request by CDA. In addition, the AAA shall comply with the following:

- i. Equal Access to Federally-Funded Benefits, Programs and Activities

The AAA shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients

of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

ii. Equal Access to State-Funded Benefits, Programs and Activities

The AAA shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state funds from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [See 22 CCR § 98323.]

iii. California Civil Rights Laws

The AAA shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification prior to execution of this MOU. The certificate is available at:
<http://www.dgs.ca.gov/ols/Forms.aspx>.

The California Civil Rights Laws Certification ensures the AAA's compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and further ensures that the AAA's internal policies are not used in violation of California Civil Rights Laws.

iv. The AAA 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. [See 42 USC § 12101 et seq.]

v. The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this MOU and the Program Guide.

D. Lobbying Certification

The AAA, by signing this MOU, certifies to the best of its knowledge and belief, that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the AAA, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any

federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, 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, loan, or cooperative agreement, the AAA shall complete and submit [Standard Form-LLL, Disclosure Form](#) to Report Lobbying, in accordance with its instructions.
- iii. The AAA shall require that the language of the lobbying certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- v. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.
- vi. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. Conflict of Interest

- i. The AAA shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including but not limited to the selection of subcontractors that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the MOU.
- ii. This provision shall not be construed to prohibit employment of persons with whom the AAA's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or

increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on an open and competitive merit basis.

F. Covenant Against Contingent Fees

- i. The AAA warrants that no person or selling agency has been employed or retained to solicit the work outlined within this MOU and the Program Guide. There has been no agreement to make commission payments in order to obtain the work outlined within this MOU and the Program Guide.
- ii. For breach or violation of this warranty, CDA shall have the right to terminate the MOU without liability or at its discretion to deduct from the program allocation or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The AAA shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Program Allocations in Excess of \$100,000

- i. If all funding provided in support of the services outlined within this MOU and the Program Guide exceeds \$100,000, the AAA shall comply with all applicable orders or requirements issued under the following laws:
 1. Clean Air Act, as amended. (42 USC § 7401)
 2. Federal Water Pollution Control Act, as amended. (33 USC § 1251 et seq.)
 3. Environmental Protection Agency Regulations (40 CFR 29) (Executive Order 11738)
 4. State Contract Act (Cal. Pub. Con. Code § 10295 et seq.)
 5. Unruh Civil Rights Act (Cal. Pub. Con. Code § 2010)

I. Debarment, Suspension, and Other Responsibility Matters

- i. The AAA certifies to the best of its knowledge and belief, that it and its subcontractors:
 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 2. Have not, within a three-year period preceding this MOU, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (i)(2) of this certification.
 4. Have not, within a three-year period preceding this MOU, had one or more public transactions (federal, State, or local) terminated for cause or default.
- ii. The AAA shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the AAA or subcontractors.
- iii. The AAA shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
- iv. The AAA agrees to timely execute any and all amendments to this MOU and the Program Guide or other required documentation relating to the Subcontractor's debarment/suspension status.

J. AAA's Staff

- i. The AAA shall maintain adequate staff to meet the AAA's obligations under this MOU and the Program Guide.
- ii. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

10. PROGRAM GUIDE

- A. A Program Guide (or “Guide”) has been created and is intended for use by CDA and the AAAs as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for monitoring and for internal and external audits.
- B. The Program Guide defines the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.
- C. The Program Guide shall be maintained, updated, and/or revised by CDA. Updates shall be made on an annual basis, at the beginning of each state fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within the Program Guide.
- D. The official copy of the Program Guide shall be kept and maintained on CDA’s webpage.

11. FISCAL PROVISIONS

- A. This MOU must be approved prior to release and disbursement of any program funding.
- B. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA’s Local Finance Bureau within 30 days of release.
- C. Budgets must be approved by CDA’s Local Finance Bureau prior to any disbursement of funding.
- D. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.
- E. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
- F. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

12. RESOLUTION OF LANGUAGE CONFLICTS

- A. If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts with the laws, policies, and regulations, the AAA and CDA will meet to attempt to resolve the problem in a manner that is allowable under federal and state laws. Both parties will strive to ensure that the dispute will not result in a disruption of OAA or OCA services.
- B. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:
- i. The Grant Terms and Conditions
 - ii. The Older Americans Act and other applicable federal statutes and their implementing regulations
 - iii. If applicable, the Older Californians Act and other California State codes and regulations
 - iv. This MOU and the Program Guide
 - v. Program Memos and other guidance issued by CDA
 - vi. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

13. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this MOU, in whole or in part, without cause upon ninety (90) days written notice if CDA determines that a termination is in the State's best interests. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The Parties agree that if the termination of the MOU is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature, or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Upon receipt of a Notice of Termination, the AAA shall submit to CDA a Transition Plan as specified in the Program Guide.

The Parties agree that for the terminated portion of the MOU, the remainder of the MOU shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this MOU. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health, or safety of the public and in that case, the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in the Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

- i. In case of threat of life, health, or safety of the public, termination of the MOU shall be effective immediately.
- ii. A violation of the law or failure to make progress so as to endanger performance of this MOU.
- iii. Inadequate performance or failure to make progress so as to endanger performance of this MOU.
- iv. Failure to comply with reporting requirements.
- v. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that endangers performance of this MOU and/or the loss of other funding sources.
- vi. Delinquency in payment of taxes or payment of costs for performance of this MOU in the ordinary course of business.
- vii. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.
- viii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.
- ix. The commission of an act of bankruptcy.

- x. Finding of debarment or suspension.
- xi. The AAA's organizational structure has materially changed.
- xii. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

C. AAA's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the AAA shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The AAA shall:

- i. Stop work as specified in the Notice of Termination.
- ii. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.
- iii. Terminate all subcontracts to the extent they relate to work terminated.
- iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification which will be final for purposes of this clause).

D. Effective Date

Termination of this MOU shall take effect immediately in the case of an emergency such as a threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the AAA, respectively. The notice shall describe the action being taken by CDA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by AAA (applicable to non-Title III Programs)

In the event the AAA no longer intends to provide services under this MOU, the AAA shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the AAA does not have the authority to terminate the MOU. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The AAA shall submit a Transition Plan in accordance with the Program Guide.

F. In the Event of a Termination Notice

CDA will present written notice to the AAA of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

14. Remedies

The AAA agrees that any remedy provided in this MOU is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this MOU by the AAA, whether such breach occurs before or after completion of the project.

15. Dissolution of Entity

The AAA shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

16. AMENDMENTS

- A. No amendment or variation of the terms of this MOU shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.
- B. Any provision of this MOU or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this MOU and/or the Program Guide 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.

- C. Failure by the AAA to take necessary actions required by amendments to this MOU and/or the Program Guide shall constitute a material violation.
- D. The State reserves the right to revise, waive, or modify the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.



PROGRAM GUIDE

April 2024

Revision History

Revision	Date of Release	Purpose
Initial Version	04/10/2024	Initial Version Release

Approvals

Name	Role	Date

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1 INTRODUCTION

1.1 Purpose and Scope

The purpose of this Older Americans Act (OAA) and Older Californians Act (OCA) Program Guide, hereinafter referred to as the “Program Guide” or “guide”, is to define the responsibilities for providing OAA and OCA assistance and/or related support services to eligible older adults, adults with disabilities, family caregivers, and residents in long-term care facilities.

1.2 Legal Authorities

The following are legal authorities for this Program Guide:

- [42 USC, Chapter 35, Section 3001](#)
- [Welfare and Institutions Code \(WIC\) Division 8.5](#)

1.3 General Provisions

The California Department of Aging (CDA) and Area Agencies on Aging (AAA) shall comply and work in collaboration with all provisions of this Program Guide, OAA, OCA, and all federal and state laws, regulations, policies, and directives.

1.4 Intended Audience

This Program Guide is intended for use by the AAAs and CDA as a reference tool for the provision of OCA and OAA programs. It is also intended to be used as a reference tool for internal and external audits.

1.5 Usage of this Program Guide

This Program Guide is broken down into chapters which will provide detailed information and guidance pertaining to the delivery of services for each of the programs, or in the case of Area Plan, groups of programs outlined within this guide. This guide includes the following chapters:

- Chapter 1 – Introduction: general overview of the purpose, scope, authority, and usage of the Program Guide
- Chapter 2 – Memorandum of Understanding: general overview of the use of an MOU to establish the relationship between the CDA and AAAs.
- Chapter 3 – General Terms and Conditions: terms and conditions universally applicable to all programs identified within this guide.
- Chapter 4 – Area Plan: terms and conditions applicable and specific to all programs and services that had historically been incorporated into the Area Plan contract
- Chapter 5 – Title V – terms and conditions specific to the provision of Title V services
- Chapter 6 – HICAP – terms and conditions specific to the provision of HICAP services
- Chapter 7 – MIPPA – terms and conditions specific to the provision of MIPPA services

1.6 Procedure for Program Guide Updates

The Program Guide shall be maintained, updated, and/or revised by CDA. Updates and/or revisions to language within this Program Guide will be memorialized by a revision number, date, and brief description of the purpose of the revision on the page immediately following the title page. All updates and/or revisions will be communicated in detail through the release of a Program Memo (PM) which will be maintained on CDA's [webpage](#).

CDA will update this Program Guide on an annual basis, at the beginning of each State fiscal year, or whenever there is an update to federal and/or state laws, regulations, policies, and/or directives that impact guidance provided within this Program Guide.

1.7 Amendments, Revisions, or Modifications

1. No amendment or variation of the terms of this Program Guide or the MOU shall be valid unless made in writing and incorporated as expressed in Section 1.6. No oral understanding or agreement not incorporated in this Program Guide is binding on CDA or the AAAs.

2. CDA reserves the right to revise, waive, or modify the Program Guide and the MOU to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

1.8 Program Guide Location and Availability

The official copy of this Program Guide will be kept and maintained on CDA's [webpage](#).

2 MEMORANDUM OF UNDERSTANDING

2.1 Agreement

The Memorandum of Understanding (MOU) referenced throughout this Program Guide shall act as the legal authority establishing the relationship between CDA and the AAA for the purposes of performing the duties outlined within this Program Guide.

The MOU is valid for five years and renewed during the fifth year, prior to expiration of the MOU. No funding is directly tied to the MOU, but rather allows CDA to directly allocate funding received by CDA through the OAA and OCA to the AAAs without the need for establishing yearly contracts or amendments.

2.2 MOU Amendments

Amendments or changes to the MOU shall occur when required in the following circumstances:

1. When there is a change to legislation or new legislation that requires language within the MOU to be updated,
2. The addition or subtraction of the AAA's participation in a certain program covered by the MOU,
3. Changes to the AAA's legal name, or
4. Termination of an MOU.

2.3 MOU Location and Availability

A copy of the executed MOU is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833.

3 GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PROGRAMS

3.1 General Definitions and Resolutions of Language Conflicts

3.1.1 General Definitions

1. **Allocation:** The process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2).
2. **Area Agency on Aging (AAA):** The Area Agency on Aging (AAA) that is awarded funds under the Memorandum of Understanding (MOU), is accountable to the State and/or federal government for use of these funds, and is responsible for executing the provisions for services provided under this Program Guide.
3. **Cal. Civ. Code:** California Civil Code (CIV)
4. **Cal. Gov. Code:** California Government Code (GC)
5. **Cal. Pub. Con. Code:** California Public Contract Code (PCC)
6. **CCR:** California Code of Regulations
7. **CFR:** Code of Federal Regulations
8. **Direct Allocation:** The process of allocating awarded funds under the legal authority granted through the MOU for the following programs Area Plan, HICAP, Title V, and MIPPA without the need for a formal contract or amendment.
9. **Disallowed Costs:** Those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
10. **HHS:** United States Department of Health and Human Services
11. **OAA:** Older Americans Act
12. **OCA:** Older Californians Act
13. **OMB:** Federal Office of Management and Budget
14. **Questioned Costs:** A cost that is questioned by an auditor because of an audit finding which resulted from a violation or possible violation of statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
15. **Recoverable Cost:** The state and federal share of the questioned cost.

16. **Reimbursable Item:** Also known as “allowable cost” and “compensable item”
17. **State and Department:** The State of California and the California Department of Aging (CDA) interchangeably.
18. **Subcontract:** Any form of legal agreement between the AAA and the Subcontractor, including an agreement that the AAA or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Program Guide.
19. **Subcontractor:** The legal entity that receives funds from the AAA to carry out any part of a federal award identified in this Program Guide.
20. **UEI:** Unique Entity ID – a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now requires use of the new Unique Entity ID.
21. **USC:** United States Code
22. **Vendor:** An entity selling goods or services to the AAA or Subcontractor during the AAA or Subcontractor’s performance of the services under this Program Guide.

3.1.2 Resolution of Language Conflicts

The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions
2. The Older Americans Act and other applicable federal statutes and their implementing regulations
3. If applicable, the Older Californians Act and other California State codes and regulations
4. The MOU and this Program Guide
5. Program Memos and other guidance issued by CDA.
6. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>.

3.2 Assurances

3.2.1 Law, Policy and Procedure, Licenses, and Certificates

The AAA shall administer the programs listed within their MOU and require any subcontractors to administer their subcontracts in accordance with this Program Guide, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Program Guide and resolve all issues using good administrative practices and sound judgement. The AAA and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

3.2.2 Subcontracts

1. The AAA shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.
2. The AAA is responsible for carrying out the terms of the MOU and this Program Guide, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The AAA's decision is final and the Subcontractor has no right of appeal to CDA.
3. The AAA shall, in the event any subcontractor is utilized by the AAA for any portion of this Program Guide, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with [Section 3.12](#) of this Program Guide, for handling property in accordance with [Section 3.4](#) of this Program Guide, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with [Section 3.3](#) of this Program Guide.
4. The AAA shall not obligate funds for the provision of services outlined within this Program Guide and the MOU in any subcontracts for services beyond the ending date of the MOU.
5. The AAA shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
6. The AAA shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
7. The AAA shall monitor the insurance requirements of its subcontractors in accordance with [Section 3.8](#) of this Program Guide.

8. The AAA shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the AAA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds provided in support of the services within the MOU and this Program Guide were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of the services outlined in the MOU and this Program Guide.

9. The AAA shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the AAA in a timely manner and at intervals as determined by CDA.

10. Small contracts (under \$100,000 in the aggregate) do not require a competitive process [CCR 7352(g)]. In the case of small contracts, a AAA need only obtain price or rate quotations from a number of qualified sources and informally select the source with which to contract or obtain the purchase.

- a. Pre-Award Review: The AAA shall submit the following to CDA for review and approval for small contracts (under \$100,000 in the aggregate) to a for profit entity:
 - i. Documentation that the aggregate value of the contract with any entity is less than \$100,000
 - ii. A completed CDA 2000 (Conflict of Interest Disclosure Form) that discloses whether a potential or actual conflict of interest exists
 - iii. Copies of the price or rate quotations received from qualified sources
- b. CDA will provide a determination letter within fifteen (15) days of receipt of all required documentation confirming that the AAA has satisfied the requirements of a noncompetitive award to a for-profit entity or will provide detail as to the requirement(s) that have not been met.
- c. The AAA must maintain all documentation on file that supports a noncompetitive award to a for-profit entity, as well as CDA's determination letter.

11. Contracts over \$100,000 in the aggregate for any entity must follow a competitive process [CCR 7352].



12. The AAA shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:

- a. The Request for Proposal (RFP) or Invitation for Bid.
- b. All bid proposals received.
- c. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362].
- d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

Where a program may be subcontracted to a for-profit organization, the AAA should include in its contract with the for-profit entity, a requirement for performance of a program specific audit of the subcontracted program by an independent audit firm.

13. The AAA shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the AAA. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.


14. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

15. The AAA shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and AAA Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the AAA shall follow the procurement requirements in the applicable Office of Management and Budgets (OMB) Circular.

16. The AAA shall utilize procurement procedures as follows:

- a. The AAA shall obtain goods and services through open and competitive awards. Each AAA shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
- b. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exceptions are contained in 22 CCR 7360(a) and 22 CCR 7360(d). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

3.3 Records


1. The AAA shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the “Financial Closeout Report” (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with [Section 3.7](#) of this Program Guide. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to the MOU and Program Guide must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
2. All such records, including confidential records, must be maintained and made available by the AAA: (1) for the lesser of five (5) years after the closeout report has been issued, or an audit has been performed, or unless otherwise  authorized in writing by CDA’s Audit and Risk Management Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by items 1 and 3 of this Section, and (3) for such longer period as CDA deems necessary.
3. If the MOU is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in item 1 above. The AAA shall ensure that any resource directories and all client records remain the property of CDA upon termination of the MOU and are returned to CDA or transferred to another contractor as instructed by CDA.
4. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the AAA.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Section, and [Section 3.11](#). After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

3.4 Property

1. Unless otherwise provided for in this Section, property refers to all assets used in the operation of this Program Guide.
 - a. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - b. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired to perform services outlined within this Program Guide, which meets any of the following criteria is subject to the reporting requirements:
 - a. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - c. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. Intangibles are property which lacks physical substance but gives valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible property (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
4. The AAA shall keep track of property purchased with each program fund allocated via the legal authority of the MOU that meets the requirements as defined in item 2 (above), and submit to CDA a [Property Acquisition Form \(CDA 9023\)](#) for all property furnished or purchased by either the AAA or the Subcontractor with funds allocated via the legal authority of the MOU, as instructed by the CDA. The AAA shall certify their reported property inventory annually with the Closeout by completing the [Program Property Inventory Certification \(CDA 9024\)](#).

The AAA shall record, at a minimum, the following information when property is acquired:

- Date acquired.
- Item description (include model number).
- CDA issued tag number.

- Serial number (if applicable).
 - Purchase cost or other basis of valuation.
 - Fund source.
5. Disposal of Property 
- a. Prior to disposal of any property purchased by the AAA or the Subcontractor with funds provided in support of services outlined within this Program Guide or any predecessor Agreement, the AAA must obtain approval from CDA for all reportable property as defined in Item 2 of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the AAA's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. AAA will be liable for repayment of purchase price of equipment if AAA disposes of equipment without prior approval from CDA.
- b. The AAA must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of property shall be investigated and fully documented. The AAA shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.
9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of the services outlined within this Program Guide, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
10. The AAA shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the AAA has complied with all written instructions from CDA regarding the final disposition of the property.

11. In the event of the AAA's dissolution or upon termination of the MOU, the AAA shall provide a final property inventory to the State. The State reserves the right to require the AAA to transfer such property to another entity, or to the State.

12. To exercise the above right, no later than one hundred twenty (120) days after termination of the MOU or notification of the AAA's dissolution, the State will issue specific written disposition instructions to the AAA.

13. The AAA shall use the property for the purpose for which it was intended at the time CDA approval was provided. When no longer needed for that use, the AAA shall use it, if needed, and with written approval of the State for other purposes in this order:

- a. For another CDA program providing the same or similar service.
- b. For another CDA funded program.

14. The AAA may share use of the property or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement for its use.

15. The AAA or subcontractors shall not use property or supplies acquired for services outlined within this Program Guide with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

16. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

17. The AAA shall include the provisions contained in this Section in all its subcontracts awarded for services outlined within this Program Guide.

3.5 Access

The AAA shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the AAA or subcontractor which are directly pertinent the provision of services under this Program Guide for the purpose of making an audit, examination, excerpts, and transcriptions. The AAA shall include this requirement in its subcontracts.

3.6 Monitoring and Evaluation

Welfare and Institution Code (WIC) (Division 8.5. Mello-Granlund Older Californians Act [9000 – 9757.5] Chapter 2. California Department of Aging [9100 – 9118.5] Article 1. General Provisions [9100 – 9114] Section 9102(a)) states that the State Unit on Aging shall administer all programs under the Older Americans Act of 1965, as amended, and this division, including providing ongoing oversight,

monitoring, and service quality evaluation to ensure that service providers are meeting standards of service performance established by the department.

CDA's AAA Based Teams and Office of the Long-term Care Ombudsman conduct onsite/remote monitoring visits to ensure that AAAs are in compliance with all federal and State laws, regulations, policies, contracts or grant agreements (Administrative); Performance goals are achieved (Program); and Federal awards are used for authorized purposes (Fiscal). Comprehensive onsite/remote assessments are conducted at a minimum once every four years as resources permit.

1. Authorized State representatives shall have the right to monitor and evaluate the AAA's administrative, fiscal and program performance pursuant to this Program Guide. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
2. The AAA shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
3. The AAA shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
4. The AAA is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.
5. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year.
[20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]

3.7 Audit Requirements

3.7.1 General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit the AAA and all subcontractors providing services under this Program Guide and the MOU through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an

outside federal or State government entity affecting the AAA, CDA will provide timely notice to the AAA.

2. The AAA shall make available all reasonable information necessary to substantiate that expenditures under this Program Guide and the MOU are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, and indirect cost allocation plans. The AAA shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by the AAA and subcontractors with audit firms for purposes of conducting independent audits under this Program Guide and the MOU shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

4. The AAA shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

3.7.2 CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of AAAs in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

- a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
- b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
- c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
- d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

3.7.3 Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR Subpart F)

1. AAA Single Audit Reporting Requirements

- a. AAAs that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984,

Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
 - c. For purposes of reporting, the AAA shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
 - d. For State contracts that do not have CFDA numbers, the AAA shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The AAA shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
 3. Contract Resolution of AAA's Subcontractors

The AAA shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Program Guide and the MOU are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The AAA shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
 4. The AAA shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
 5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and

ensuring that the Subcontractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to the AAA to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the AAA shall perform financial management system testing, which provides, in part, for the following:

a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

b. Records that identify adequately the source and application of funds for each federally funded activity.

c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

d. Comparison of expenditures with budget amounts for each federal award.

e. Written procedures to implement the requirements of 2 CFR 200.305.

f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]

g. The AAA shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

h. Determining whether the results of the reconciliations performed necessitate adjustment of the AAA's own records.

7. The AAA shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of

the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

8. Requirements identified in this Program Guide shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The AAA shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the AAA performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and

45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity’s fiscal year.

- i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting. [2 CFR 200.425]

3.8 Insurance

1. Prior to commencement of any work under this Program Guide and the MOU, the AAA shall provide for the term of the MOU, the following insurance:

- a. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
- b. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Program Guide and the MOU.
- c. If applicable, or unless otherwise amended by future regulation, the AAA and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - i. \$750,000 if seating capacity is under 8
 - ii. \$1,500,000 if seating capacity is 8 – 15
 - iii. \$5,000,000 if seating capacity is over 15

- d. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
2. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
3. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM
4. The AAA shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage
5. Insurance obtained through commercial carriers shall meet the following requirements:
 - a. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement
 - b. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate
6. The insurance provided herein shall be in effect at all times during the term of the MOU. In the event the insurance coverage expires during the term of the MOU, the AAA agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining MOU term or for a period not less than one (1) year. In the event the AAA fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate the MOU.
7. The AAA shall require its subcontractors under this Program Guide and the MOU, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the AAA shall require all of its subcontractors to hold the AAA harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the AAA, not the State, as the certificate holder and additional insured. The AAA shall maintain Certificates of Insurance for all of its subcontractors.



8. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing the MOU number shall be submitted to CDA with the MOU.

9. The AAA shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the AAA affirms to comply with such provisions before commencing the performance of the work under this Program Guide and the MOU. [Cal. Labor Code § 3700]

3.9 Termination

1. Termination Without Cause

CDA may terminate performance of work under the MOU and this Program Guide, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the MOU upon ninety (90) days written notice to the AAA. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the MOU is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The AAA shall submit to CDA a Transition Plan as specified in this Program Guide. The parties agree that for the terminated portion of the MOU, the remainder of MOU shall be deemed to remain in effect and is not void.

2. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under the MOU and Program Guide. CDA may terminate the MOU upon thirty (30) days written notice to the AAA. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The AAA shall submit to CDA a Transition Plan as specified in this Program Guide. The grounds for termination for cause shall include, but are not limited to, the following:

- a. In case of threat of life, health or safety of the public, termination of the MOU shall be effective immediately.
- b. A violation of the law or failure to comply with any condition of the MOU and this Program Guide.
- c. Inadequate performance or failure to make progress so as to endanger performance of the MOU and this Program Guide.
- d. Failure to comply with reporting requirements.
- e. Evidence that the AAA is in an unsatisfactory financial condition as determined by an audit of the AAA or evidence of a financial condition that

endangers performance of the MOU and this Program Guide and/or the loss of other funding sources.

f. Delinquency in payment of taxes or payment of costs for performance of the MOU and the services outlined within this Program Guide in the ordinary course of business.

g. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the AAA's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the AAA.

h. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the AAA's assets or income.

i. The commission of an act of bankruptcy.

j. Finding of debarment or suspension.

k. The AAA's organizational structure has materially changed.

l. CDA determines that the AAA may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the AAA may be subject to special conditions or restrictions.

3. AAA's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the AAA shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The AAA shall:

a. Stop work as specified in the Notice of Termination.

b. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the MOU.

c. Terminate all subcontracts to the extent they relate to the work terminated.


d. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

4. Effective Date

Termination of the MOU shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the AAA. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

5. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the AAA may voluntarily terminate its MOU prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the AAA shall allow CDA up to one hundred eighty (180) days to transition services. The AAA shall submit a Transition Plan in accordance with this Program Guide.

6. Notice of Intent to Terminate by AAA (all other non-Title III Programs) 

In the event the AAA no longer intends to provide services under the MOU and this Program Guide, the AAA shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the AAA does not have the authority to terminate the MOU. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The AAA shall submit a Transition Plan in accordance with this Program Guide.

7. In the Event of a Termination Notice

CDA will present written notice to the AAA of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

3.10 Notices

1. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the AAA retains receipt, and shall be communicated as of actual receipt.
2. Any notice given to CDA for the AAA's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to finance@aging.ca.gov.
3. Any notice given to CDA for a AAAs change of staff contact information shall be completed by submitting an email to AAAcontactinfo@aging.ca.gov.
4. All other notices with the exception of those identified in Items 2 and 3 of this Section shall be addressed to the California Department of Aging, AAA Based

Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833.
Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

5. Either party may change its address by written notice to the other party in accordance with this Section.

3.11 Information Confidentiality and Security

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the AAA is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the AAA, or collected, created, maintained, stored, transmitted, or used by the AAA for or on behalf of the CDA pursuant to AAA's MOU with CDA and this Program Guide. (Such personal, confidential, and sensitive information is referred to here as CDA PSCI.) CDA and the AAA desire to protect their privacy and provide for the security of CDA PSCI pursuant to this section of the Program Guide and in compliance with state and federal laws applicable to CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the AAA in furtherance of the MOU and services provided in accordance with this Program Guide. The AAA shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding CDA PSCI.

3.11.1 Definitions

1. **Breach:**
 - a. the unauthorized acquisition, access, use, or disclosure of CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
 - b. the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or
 - c. the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
2. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
3. **Disclosure:** the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
4. **PSCI:** "personal information", "sensitive information", and "confidential information" (as these terms are defined herein).

5. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:

a. **Notice-Triggering Personal Information:** Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

b. **Protected Health Information (PHI):** 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 at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

6. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).

7. **Security Incident:**

a. A breach or attempted breach; or

b. The attempted or successful unauthorized access, disclosure, modification, or destruction of CDA PSCI, in violation of any state or federal law or in a manner not permitted under this Program Guide; or

c. the attempted or successful modification or destruction of, or interference with, the AAA's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDA PSCI; or

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

8. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

3.11.2 Disclosure Restrictions

The AAA shall protect CDA PSCI from unauthorized disclosure. The AAA shall not disclose, except as otherwise specifically permitted by the MOU and this Program Guide, any CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The AAA and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The AAA agrees to provide the same, or greater, level of protection to CDA data that would be required if the AAA were a Business Associate under HIPAA, regardless of whether the AAA is or is not a Business Associate.

2. 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 CDA PSCI covered under this Program Guide beyond those provided through HIPAA, AAA agrees:

a. 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

b. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

c. Examples of laws that provide additional and/or stricter privacy protections to certain types of CDA PSCI, as defined in [Section 3.11.1](#) of this Program Guide, 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.

- d. If the AAA is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the AAA agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

3.11.3 Use Restrictions

The AAA shall not use any CDA PSCI for any purpose other than performing the AAA's obligations under the MOU and this Program Guide.

3.11.4 Safeguards and Security

The AAA shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of CDA PSCI including electronic CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The AAA 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 AAA's operations and the nature and scope of its activities. The AAA's administrative, technical, and physical safeguards shall include, at a minimum:

1. Technical Security Controls:

The AAA 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>.

2. Removable Media Devices

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

3. Patch Management:

The AAA shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

4. Confidentiality Statement:

All people that will be working with CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing CDA PSCI. The statement must be

renewed annually. The AAA shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.

5. Transmission and Storage of PSCI:

All persons that will be working with CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

6. Minimum Necessary:

Only the minimum necessary amount of CDA PSCI required to perform necessary business functions applicable to the terms of this Program Guide may be used, disclosed, copied, downloaded, or exported.

7. Antivirus Software:

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

8. Data Security:

CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

3.11.5 Employee Training

All persons who assist in the performance of functions or activities on behalf of CDA, or access or disclose CDA PSCI, must complete information privacy and security training, at least annually, at the AAA's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

3.11.6 Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3.11.7 Background Check

Before a person may access CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication

that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The AAA shall retain each person's background check documentation for a period of three (3) years following contract termination.

1. Mailing:

Mailings of CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of CDA PSCI 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 CDA to use another method is obtained.

2. Security Officer:

The AAA shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDA.

3. Mitigation of Harmful Effects:

The AAA shall mitigate, to the extent practicable, any harmful effect that is known to the AAA of a use or disclosure of PSCI and other confidential information in violation of the requirements of this Program Guide.

4. Access to, and Accounting For, Disclosure of PSCI

The AAA shall document and make available to CDA or (at the direction of CDA) to an Individual such disclosures of CDA PSCI 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 45 CFR section 164.524 or any applicable state or federal law.

3.11.8 Access to Practices, Books, and Records

The AAA shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of CDA available to CDA upon reasonable request.

3.11.9 Special Provision for SSA Data

If the AAA receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the AAA shall provide, upon request by CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to CDA.

3.11.10 Breaches and Security Incidents

The AAA shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. Notice to CDA:

The AAA shall notify CDA immediately by email or telephone of the discovery of:

- a. Unsecured CDA PSCI if the CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
- b. Any suspected security incident which risks unauthorized access to CDA PSCI and/or other confidential information.
- c. Any intrusion or unauthorized access, use, or disclosure of CDA PSCI in violation of this Agreement; or
- d. Potential loss of confidential data affecting this agreement.
- e. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information_security/
- f. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of CDA PSCI, the AAA shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - ii. Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.

2. Investigation of Security Incident or Breach

The AAA shall immediately investigate such security incident, breach, or unauthorized use or disclosure of CDA PSCI.

3. Complete Report

The AAA shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the AAA shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the AAA'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 the AAA's corrective action plan.

- a. If the AAA does not submit a complete report within the ten (10) working day timeframe, the AAA shall request approval from CDA within the ten (10) working day timeframe of a new submission timeframe for the complete report.

4. Notification of Individuals

If the cause of a breach is attributable to the AAA or its agents, the AAA shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

5. Responsibility for Reporting Breaches to Entities other than CDA

If the cause of a breach of CDA PSCI is attributable to the AAA or its subcontractors, the AAA is responsible for all required reporting of the breach as required by applicable federal and state law.

6. Submission of Sample Notification to Attorney General:

If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the AAA is considered only a custodian and/or non-owner of the CDA PSCI, the AAA shall, at its sole expense and at the sole election of CDA, either:

- a. 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). The AAA shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
- b. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

3.11.11 Contact Information

To direct communications to the above referenced CDA staff, the AAA shall initiate contact as indicated herein. CDA reserves the right to make changes to the contact information below by giving written notice to the AAA.

CDA Privacy Officer	CDA Information Security Officer
Office of Legal Services 2880 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833 Attn: Chief Counsel Email: privacy@aging.ca.gov Telephone: (916) 419-7500	Information Security Branch 2880 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833 Attn: Information Security Officer Email: iso@aging.ca.gov Telephone: (916) 419-7500

3.11.12 Responsibility of CDA

CDA agrees to not request the AAA use or disclose PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

3.11.13 Audits, Inspections, and Enforcement

1. CDA Right to Inspect:

From time to time, CDA may inspect the facilities, systems, books, and records of the AAA to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The AAA shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the AAA's facilities, systems, and procedures does not relieve the AAA of its responsibility to comply with this ICSR section.

2. Notification to CDA in Event the AAA is Subject to Other Audit:

If the AAA is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the MOU and/or this Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the AAA shall promptly notify CDA unless it is legally prohibited from doing so.

3.11.14 Miscellaneous Provisions

1. Disclaimer:

CDA makes no warranty or representation that compliance by the AAA with this Program Guide will satisfy the AAA's business needs or compliance obligations. The AAA is solely responsible for all decisions made by the AAA regarding the safeguarding of CDA PSCI and other confidential information.

2. Amendment:

- a. Any provision of the MOU or this Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the MOU and/or this Program Guide 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.
- b. Failure by the AAA to take necessary actions required by amendments to the MOU and/or this Program Guide shall constitute a material violation.

3. Assistance in Litigation or Administrative Proceedings

The AAA shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the AAA (except where the AAA or its subcontractor, workforce employee, or agent is a named adverse party).

4. No Third-Party Beneficiaries

Nothing in this Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

5. Interpretation

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

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.

7. Return or Destruction of CDA PSCI on Expiration or Termination

At expiration or termination of the MOU, if feasible, the AAA shall return or destroy all CDA PSCI that the AAA still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the AAA shall determine the terms and conditions under which the AAA may retain the PSCI.

8. Data Sanitization

All CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDA PSCI is no longer needed.

a. Survival

If return or destruction of CDA PSCI is not feasible upon the completion or termination of the MOU, the respective rights, and obligations of the AAA under this Section shall survive the completion or termination of the MOU between the AAA and CDA. The AAA shall also limit further uses and disclosures of CDA PSCI to those purposes that make the return or destruction of the information infeasible.

3.12 Copyrights and Rights in Data

3.12.1 Copyrights

1. If any material funded by CDA is subject to copyright, the State reserves the right to copyright such material and the AAA agrees not to copyright such material, except as set forth in Section 3.12.2.

2. The AAA may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission or give reason for denying permission to the AAA in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The AAA certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of work outlined within this Program Guide or the MOU for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

3.12.2 Rights in Data

1. The AAA shall not publish or transfer any materials, as defined in item 2 below, produced or resulting from activities supported by this Program Guide and the MOU without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the AAA from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Program Guide, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic

representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under the performance of the services outlined in this Program Guide and the MOU. The term does not include financial reports, cost analyses and similar information incidental to program administration, or the exchange of that information between AAAs to facilitate uniformity of program administration on a statewide basis.

3. Subject only to other provisions of this Program Guide and the MOU, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Program Guide and the MOU.

3.13 Public Education and Information

(Please note: This differs from the IIIB service categories within the data dictionary that have the same names)

Public Education and Information (PE&I) falls into two categories:

1. Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
2. Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA does NOT allow CDA funds to be used for this purpose.

AAAs and subcontractors that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use CDA funds to produce PE&I materials must receive written approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of ten (10) business days for approval; they should contact the CDA Office of Communications for assistance (Communications@aging.ca.gov).

AAAs should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the AAA and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video and audio). The CDA reserves the right to use materials developed by the AAA and/or subcontractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to the CDA Office of Communications.

All documents produced must comply with [Federal Acquisition Regulation, Section 508](#), which governs document accessibility.

3.13.1 S.W.A.G Ban

The AAA and its Subcontractor shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".

3.13.2 Advertising and Public Relations

All press releases or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. The AAA should email the draft press release to communications@aging.ca.gov at least fourteen (14) days in advance of the announcement or event and copy the appropriate CDA Program team.

The AAA must coordinate media and kick-off events with the CDA Office of Communications.

If CDA funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from the CDA Office of Communications before publication or production. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate CDA program manager will coordinate this process. Materials should be submitted to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum ten (10) business day approval period.

3.13.3 Copyrights/Trademarks

The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.

3.14 Bilingual and Linguistic Program Services

3.14.1 Needs Assessment

1. The AAA shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the AAA's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the AAA.

This group-needs assessment will serve as the basis for the AAA's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The AAA shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

- a. Methodologies used.
- b. The linguistic and cultural needs of non-English speaking or LEP groups.
- c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. The AAA shall maintain a record of the group-needs assessment on file at the AAA's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

3.14.2 Provision of Services

1. The AAA shall take reasonable steps, based upon the group-needs assessment identified in [Section 3.14.1](#), to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Program Guide and the MOU. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

- a. Interpreters or bilingual providers and provider staff.
- b. Contracts with interpreter services.
- c. Use of telephone interpreter lines.

- d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the AAA shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

The AAA shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the AAA's office at all times during the term of the MOU [22 CCR 98310]

4. The AAA shall notify its employees of clients' rights regarding language access and the AAA's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the AAA. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of the MOU. [22 CCR 98370]

3.14.3 Compliance Monitoring

1. The AAA shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The AAA shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The AAA shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314].

3.14.4 Notice to Eligible Beneficiaries of Contracted Services

1. The AAA shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The AAA shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a

complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. The AAA shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

3.15 Funds

3.15.1 Expenditure of Funds

1. The AAA shall expend all funds received to perform services outlined within this Program Guide and the MOU.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State:

Mileage/Per Diem (meals and incidentals)/Lodging

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out of State: <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting the AAA from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the AAA is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)]

The AAA agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Program Guide and the MOU.

3. CDA reserves the right to refuse payment to the AAA or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Program Guide and the MOU, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

3.15.2 Accountability for Funds

The AAA shall maintain accounting records for funds received under the terms and conditions of this Program Guide and the MOU. These records shall be separate from those for any other funds administered by the AAA and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR 200] [45 CFR 75]

3.15.3 Financial Management Systems

The AAA shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302 and 45 CFR 75.302:

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.
5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

3.15.4 Unexpended Funds

Upon termination, cancellation, or expiration of the MOU, or dissolution of the entity, the AAA shall return to the State immediately upon written demand, any funds provided under this Program Guide and the MOU, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of the MOU, or the dissolution of the entity.

3.15.5 Funding Contingencies

1. It is understood between the parties that this Program Guide and the MOU may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Program Guide and the MOU were executed after that determination was made.
2. This Program Guide and the MOU is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Program Guide and the MOU is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Program Guide and the MOU in any manner.

3.15.6 Limitation of State Liability

Payment for performance by the AAA shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Program Guide and the MOU and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Program Guide and the MOU until funds are made available; the itemized Budget is

received and approved by the State and the AAA has received an executed MOU.


3.15.7 Funding Reduction

1. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of the services outlined within this Program Guide and the MOU, the State shall have the option to either:
 - a. Terminate the MOU
 - b. Offer a revision to the Budget Display to reflect the reduced funding authorized by the authority of the MOU.
2. In the event the State elects to offer a revised budget display(s), it shall be mutually understood by both parties that:
 - a. The State reserves the right to determine which programs, if any, shall be reduced.
 - b. Some programs may be reduced by a greater amount than others, and
 - c. The State shall determine at its sole discretion the amount that any or all of the programs shall be reduced for the applicable fiscal years.

3.15.8 Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the AAA and subcontractors for administrative expenses. [2 CFR 200.305(b)(9)] [45 CFR 75.305 (b)(9)]
2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
3. The AAA must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - a. The AAA receives less than \$120,000 in federal awards per year.
 - b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - d. A foreign government or banking system prohibits or precludes interest bearing accounts.

3.16 Fiscal Provisions

1. The MOU  must be approved prior to release and disbursement of any program funding included within this Program Guide via the budget displays.
2. Upon release of an original or revised budget display, a separate budget for all programs affected shall be submitted electronically to CDA's Local Finance Bureau within 30 days of release.
3. Budgets must be approved by CDA's Local Finance Bureau prior to any disbursement of funding.
4. CDA cannot disburse funds until the enactment of the Budget Act has occurred and/or CDA has received funding authority.
5. Budget Displays reference terms specific to each program funding source, which shall be used to determine disbursement of funding.
6. AAAs shall follow other fiscal provisions and terms as outlined in the program guide.

4 AREA PLAN (AP)

4.1 Introduction

Each year, the federal government provides California funding for programs authorized by the Older Americans Act (OAA) and related federal legislation. OAA programs provide vital services for older adults related to nutrition, health and wellness, caregiver support, and much more.

To receive this federal funding, California must submit a State Plan on Aging to the federal Administration for Community Living every four years that identifies specific goals related to OAA programs.

4.2 Assurances

The AAA shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If the AAA makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, the AAA shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards" (procurement by contractors and subcontractors for nonprofit organizations), and 45 CFR 75.327 (procurement for State and local governments), as applicable.
3. The AAA shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. The AAA assures that when an existing facility has been altered (with funds made available to perform the services outlined within this Program Guide and the MOU) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the MOU terminates, where the amount provided by CDA, including the non federal share, does not exceed \$30,000.
 - b. If the amount provided by CDA exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of MOU plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For amounts provided by CDA which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Program Guide and the MOU shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Program Guide and the MOU shall be used for that purpose for at least ten (10) years from the date of acquisition.
7. Any AAA awarded Title III funds for senior center acquisition or construction will have a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the County Recorder. The AAA shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. CDA will make funds available only for the support of activities specified in an approved and current Area Plan that is in compliance with State and federal laws and regulations.
9. The AAA and/or Subcontractor shall make use of trained volunteers to expand the provision of FCSP activities in accordance with OAA § 373(d).
10. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the AAA or its subcontractors.
11. Funds made available under this Program Guide and the MOU shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
12. The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The AAA shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.
 - a. 93.041 - Special Programs for the Aging-Title VII-A, Chapter 3 – Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
 - b. 93.042 - Special Programs for the Aging-Title III B & VII-A, Chapter 2 – Long-Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
 - c. 93.043 - Special Programs for the Aging-Title III, Part D – Disease Prevention and Health Promotion Services (Title III D)
 - d. 93.044 - Special Programs for the Aging-Title III, Part B – Grants for Supportive Services and Senior Centers (Title III B)

- e. 93.045 - Special Programs for the Aging-Title III, Part C – Nutrition Services (Title III C)
- f. 93.052 - National Family Caregiver Support Program-Title III, Part E.
- g. 93.053 - Nutrition Services Incentive Program

“Cluster of programs” means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. “Other clusters” are defined by the consolidated CFR in the Compliance Supplement or as designated by a state for federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected.

[Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F. 1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

13. The AAA assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
- a. The AAA or any subcontractors for any Title III or Title VII-A services shall not use means tests.
 - b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
 - d. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - iii. Protect the privacy and confidentiality of each recipient with respect to the recipient’s contribution or lack of contribution; and

- iv. Establish appropriate procedures to safeguard and account for all contributions.
 - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
14. Any Title III and Title VII service shall not implement a Cost Sharing program unless approved by CDA.
15. The AAA shall comply with OAA § 306(a)(17), which requires an AAA to include in its Area Plan information on how it will coordinate activities and develop long-range emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, the Local Ombudsman Program, and any other institutions that have responsibility for disaster relief service delivery.
16. The AAA, at a minimum, shall identify and make contact with its local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the types of clients served by the AAA and how OES will address their needs in the community.
17. The AAA shall furnish annually, or whenever a change occurs, the name of its Disaster Coordinator to the CDA Disaster Coordinator.
18. The AAA shall assure that its Information and Assistance staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in 22 CCR § 7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff who have contact with older individuals or persons with disabilities.
19. The AAA shall not require proof of age, citizenship, or disability as a condition of receiving services.
20. The AAA shall assure that the following publication conditions are met:

Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU shall:

- a. state, “The materials or product were a result of a project funded by a contract with the California Department of Aging”.
- b. give the name of the entity, the address, and telephone number at which the supporting data is available and include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

**4.2.1 Title III B and Title VII
(Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Long-Term Care Ombudsman Services for Older Individuals)**

The AAA shall assure the following:

1. Long-Term Care Ombudsman funds from Title III B and VII – A, Chapter 2 shall be used exclusively for the Long-Term Care Ombudsman Program.
2. The Long-Term Care Program Coordinator shall establish and monitor the budget for the Program
3. Long-Term Care Ombudsman Services in the Planning and Service Area will be carried out by the agency that has been designated by the State Ombudsman to provide those services. [OAA § 712(a)(5)(A); 45 CFR 1324.13(c)]
4. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]
5. Representatives of the Local Ombudsman Program shall have unescorted, unhindered access to long-term care facilities and long term care facility residents between the hours of 7:00 a.m. and 10:00 p.m., seven days a week. [OAA § 712(b)(1)(A); 45 CFR 1324.11(e)(2)(i); Welf. & Inst. Code § 9722(a); 22 CCR 8020(a)]. Authorization by the State Ombudsman is required for entry outside of these hours. [Welf. & Inst. Code § 9722(a); 22 CCR 8020(b)]
6. Representatives of the Local Ombudsman Program shall have access to the medical and personal records of residents with appropriate documentation of consent, or when authorized by the State Ombudsman, in accordance with policies developed by the State Ombudsman. [OAA § 712(b)(1)(B)] [45 CFR 1324.11(e)(2)(iv)] [Welf. & Inst. Code § 9724].
7. Representatives of the Local Ombudsman Program, upon request to a long-term care facility staff, shall be provided with a roster, census, or other list of the names and room numbers or room locations of all current residents. [Welf. & Inst. Code § 9722(d)]

8. Representatives of the Local Ombudsman Program shall not carry out the responsibilities of the Program until the State Ombudsman accepts them for certification. [OAA § 712(h)(6)(B); 45 CFR 1324.13(c)(3); Welf. & Inst. Code § 9719(a)]
9. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless disclosure is authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures. [OAA §§ 705(a)(6)(C); 712] [45 CFR 1324.11(e)(3); 1324.19(b)(6-9)] [Welf. & Inst. Code § 9725]
10. The Local Ombudsman Program shall enter into a Memorandum of Understanding (MOU) with the Legal Services Provider (LSP) which will address conflict of interest, provision of legal advice, procedures for referral, and other technical assistance. The LSP may assist the State in providing legal representation to the Program when an Ombudsman Representative has been subpoenaed or a suit or other legal action has been threatened or brought against the performance of the official duties of the Ombudsman Representative. [OAA § 712(h)(8); 45 CFR 1324.13(h)(10); Welf. & Inst. Code § 9717(c); Statewide Standards for Legal Assistance in California]
11. Each Local Ombudsman Program shall maintain a separate budget. The Local Ombudsman Program Coordinator shall be responsible for managing the day-to-day operation of the Program, including managing all paid staff and volunteers in the Program. The Local Ombudsman Coordinator shall determine budget priorities, develop or participate in budget preparation, and be informed of budget allocations by the Contractor specific to the Ombudsman Program. [45 CFR 1324.13(f)]
12. The Local Ombudsman Program Coordinator shall provide CDA with an organizational chart that includes:
 - a. All local staff that are wholly or partly funded by Ombudsman Program resources.
 - b. Their titles/roles within the Program.
 - c. The number of hours per week charged to the Local Ombudsman Program for each position. [45 CFR 1324.13(b),(c)]
13. The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training when initially designated as coordinator and OSLTCO biannual training conferences. [45 CFR 1324.13(c)(2); Welf. & Inst. Code § 9719(a)(1)]

14. The Local Ombudsman Program Coordinator shall inform CDA/OSLTCO of issues with local Ombudsman Representatives, complex cases, situations with potential legal implications, changes in staffing, emerging regional issues with statewide impact, breaches of confidentiality, and conflict of interest issues. [45 CFR 1324.13(b),(c)]

15. Representatives of the Local Ombudsman Program shall conduct interviews/investigations in a confidential manner and the Program shall have office space and telecommunications that protect the confidentiality of all complaint-related communications and records. [OAA § 712(a)(3)(D); 45 CFR 1324.19(b)(2)(i); Welf. & Inst. Code §§ 9725; 15633(c)]

16. Each Local Ombudsman Program shall have information systems sufficient to run State-approved database systems and to receive and send confidential e-mail messages to and from CDA. [OAA § 712(c); 45 CFR 1324.13(d); Welf. & Inst. Code § 9716(a)]

17. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of resident complaints.

Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the Contractor shall assure that the following conditions are met:

1. LSPs will coordinate with State-designated providers of Long-Term Care Ombudsman services by developing and executing an MOU which will address conflict of interest, provision of legal advice, procedures for referral and other technical assistance.
2. LSPs may provide direct legal assistance to residents of the long-term care facilities where the clients are otherwise eligible and services are appropriate.
3. Where both legal and Ombudsman services are provided by the same agency, providers must develop and follow policies and procedures to protect the integrity, resources, and confidentiality of both programs.
4. LSPs may assist the State in providing legal representation to the Ombudsman Program when an Ombudsman or the program is named as a party or witness, in a subpoena, civil suit or other legal action challenging the performance of the official duties of the Ombudsman.
5. LSPs are to coordinate with the local Legal Services Corporation (LSC) program, if the provider is not an LSC-funded program.

6. LSPs are to coordinate with the network of other service providers, including but not limited to, other LSPs, Long-Term Care Ombudsman Programs, Health Insurance Counseling and Advocacy Programs, senior information and assistance, Adult Protective Services, law enforcement, case management services and focal points.

7. LSPs are to coordinate legal assistance activities with the statewide hotline and private Bar, including groups within the private Bar furnishing services to older individuals on a pro bono or reduced fee basis.

8. LSPs are to collect required data elements on legal services provided and report in CARS.

Waiver of this section of the Program Guide may be obtained from CDA pursuant to [Section 1.7](#) of this Program Guide entitled, Amendments, Revisions, or Modifications.

4.2.2 Title III E (National Family Caregiver Support Program)

1. Funds made available under Title III E shall be budgeted and expended in accordance with the five core federal support service components specified in OAA § 373(b), distinguished between “family caregivers” and “older relative caregiver” support services, as required for Older Americans Act Performance System (OAAPS).

a. Data Reporting for Title III E FCSP shall be in keeping with the OAAPS expanded 16 service categories

2. Funds made available under Title III E shall enable comprehensive and multifaceted systems of support services that include the five federal support service components for both “family caregiver” and “older relative caregiver” [OAA § 373(a) (b)], unless the AAA has documented through the Area Plan process that one or more of these components is being addressed by other sources.

3. Funds made available under Title III E shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services’ Kinship Support Service Programs, the California Community Colleges’ Foster and Kinship Care Education Programs, the Department of Developmental Services’ Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

4.3 Program Definitions

4.3.1 Definitions Specific to Title III and Title VII Programs

1. **Caregiver Assessment:** a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and

existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in OAA §373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

2. **Child:** an individual who is not more than eighteen (18) years of age, and has not yet attained the statutory age of majority [Cal. Fam. Code §§ 6500-6502]

3. **Coordination:** activities that involve the active participation of the AAA staff to include liaison with non-Older Americans Act funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.

4. **Eligible Service Population for Title III B and D:** individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

5. **Eligible Service Population for Title III C-1 and C-2:** individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]

a. Individuals eligible to receive a meal at a congregate nutrition site are:

- i. Any older individual.
- ii. The spouse of any older individual.
- iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
- iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
- v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

- i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
- ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
- iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

6. **Eligible Service Population for Title III E:** an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

7. **Indirect Costs:** costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

8. **Individual with a disability:** an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

9. **In-kind Contributions:** the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

10. **Matching Contributions:** local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.

11. **Non-Matching Contributions:** local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

12. **Nutrition Education:** an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers

personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

13. **Nutrition Services Incentive Program (NSIP):** the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

14. **Older relative caregiver:** a caregiver who:

- a. is age 55 or older; and
- b. lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
- c. In the case of a caregiver for a child:
 - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
- d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(3)]

15. **One-Time-Only Funds:**

- a. Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the CDA in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]
- b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
- c. Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]

16. **Priority Services for Title III B:** those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite

and visiting, for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

17. **Priority Services for Title III E:** services provided to:
 - a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities.
[OAA§373(c)(2)(A-B)]
 - c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
18. **Program Development:** activities that either establish a new service or expand or integrate existing services.
19. **Program Income:** revenue generated by the AAA or the subcontractor from program-supported activities and may include:
 - a. Voluntary contributions received from a participant or other party for services received.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Program Guide and the MOU.
 - c. Royalties received on patents and copyrights from Program Guide and MOU-supported activities.
 - d. Proceeds from the sale of goods created under CDA grant funds.
20. **Program Requirements:** Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
21. **Title III B (Supportive Services):** a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

22. **Title III C-1 (Congregate Nutrition Services):** nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

- a. Be open to the public. [45 CFR 1321.53(b)(3)]
- b. Not means test. [OAA § 315(b)(3)]
- c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
- d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

23. **To-Go Meals:** meals that are picked up by individuals 60 years of age or older (or their agent) or delivered to individuals 60 years of age or older who are not comfortable dining in a congregate meal setting.

- a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
- b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.

24. **Title III C-2 (Home-Delivered Nutrition Services):** nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening.

Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

25. **Title III D (Health Promotion Evidence Based):** disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention of sexually transmitted diseases. Evidence-based services also

include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)]

26. Title III E Family Caregiver Support Program (FCSP) Five Required Core Categories are:

- a. Information Services
- b. Access Assistance
- c. Support Services
- d. Respite Care
- e. Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

4.3.2 Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Long-term Care Ombudsman Programs)

1. **Eligible Service Population:** individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]

2. **Local Ombudsman Program Coordinator:** the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]

3. **Local Ombudsman Program:** either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]

4. **Office of the State Long-Term Care Ombudsman (OSLTCO):** the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a

program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

5. **Ombudsman Representative:** the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]

6. **State Long-Term Care Ombudsman Program:** the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]

7. **State Long-Term Care Ombudsman (State Ombudsman):** the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

4.3.3 Definitions Specific to Title VII-A (Allotments for Vulnerable Elder Rights Protection Activities – Programs for Prevention of Elder Abuse, Neglect, and Exploitation)

1. **Elder Abuse Prevention Programs:** activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

4.4 Scope of Work

The AAA shall:

1. Implement the statutory provisions of the Title III and Title VII Programs [OAA § 306] in accordance with State and federal laws and regulations. The AAA shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Program Guide by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation

with, and written approval from CDA. A service unit reduction of greater than ten percent (10%) requires written approval from CDA.

2. The AAA shall maintain a four-year Area Plan, with annual updates, as specified in 22 CCR 7300-7320. The Area Plan and Area Plan Updates are due May 1st of each year per Title 22 CCR Section 7304. Area Plan Guidance documents are released by CDA each year in preparation of the next Area Plan or Area Plan Update submission and provide additional information along with the template and format requirements. This guidance is released as part of a Program Memo that is sent out to the AAAs and also posted on the [CDA website](#).

3. Establish and maintain an organization that shall have the ultimate accountability for funds received from CDA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.

4. Meet the adequate proportion requirements for priority services as required under OAA § 306(a)(2); 22 CCR 7312.

5. Maintain staff time records and documentation to identify the allocation of Program Development or Coordination activities to determine the amount of Program Development or Coordination expenditures. Records and documentation shall:

a. Include a written description for each Program Development or Coordination activity in the staff time records that is of sufficient detail to define the event or type of activity.

b. Be traceable back to the Program Development or Coordination objectives as approved in the Area Plan.

6. Keep on file a written record/documentation supporting expenditures of Program Development or Coordination activities for five (5) years or until any audit is resolved, whichever is longer.

7. Meet the requirements under OAA § 301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

8. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA § 301(a)(1)(B).

9. Provide a continuum of care for the vulnerable eligible service population as required under OAA § 301(a)(1)(C).

10. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA § 301(a)(1)(D).
11. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.
12. Enter into contracts with subcontractors that require them to provide services pursuant to 22 CCR 7352 to 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
13. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. The AAA shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
14. Monitor, on an ongoing basis, the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The AAA must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every two (2) years for all programs except Title III C-1 and Title III C-2, which must be conducted every year. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
15. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.
16. Distribute and maintain up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
17. Provide program information and assistance to the public.
18. Maintain a program data collection and reporting system as specified in [Section 4.9](#) of this Program Guide.
19. Contract Title III case management services only to a public or non-profit agency, as required by 42 USC 3026(a)(8)(C).
20. Offer to each older individual seeking Title III case management services, a list of agencies that provide similar services within the jurisdiction of the AAA as specified in 42 USC 3026(a)(8)(C)(i)-(iii).
21. Include the identity of each designated community focal point in subcontracts as specified in 42 USC 3026(a)(3)(B).

22. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Agreement.

23. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

24. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, the AAA, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

4.4.1 Title III B Ombudsman and Title VII (Programs for Prevention of Elder Abuse, Neglect, and Exploitation; and Long-Term Care Ombudsman Services for Older Individuals)

The AAA shall ensure that the Local Ombudsman Program, in accordance with policies and procedures established by OSLTCO, will:

1. Provide services to protect the health, safety, welfare and rights of residents. [OAA § 712(a)(5)(B)(i); 45 CFR 1324.19(a)(2); Welf. & Inst. Code §§ 9701(a), 9712.5(b)]
2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives and timely responses to complaints and requests for assistance. [OAA § 712(a)(5)(B)(ii); 45 CFR 1324.19(a)(3); Welf. & Inst. Code § 9712.5(d)]

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii); 45 CFR 1324.19(a)(1), 1324.19(b); Welf. & Inst. Code §§ 9701(a), 9712.5(a)]
4. Identify, investigate, and seek to resolve complaints made by or on behalf of residents with limited or no decision-making capacity and who have no legal representative. If such a resident is unable to communicate consent to the Ombudsman representative, the Ombudsman representative shall seek evidence to indicate what outcome the resident would have communicated. In absence of evidence to the contrary, the Ombudsman representative shall assume that the resident wishes to have the resident's health, safety, welfare, and rights protected and work to accomplish that outcome. [OAA § 712(a)(5)(B)(vii); 45 CFR 1324.19(b)(2)(iii)]
5. Receive and investigate reports of suspected abuse, neglect and exploitation of elder or dependent adults occurring in long-term care facilities as defined in Welf. & Inst. Code § 15610.47. [Welf. & Inst. Code § 15630 et seq.]
6. Witness:
 - a. Advance health care directives for residents of skilled nursing facilities [Probate Code 4675]
 - b. Property transfers with a fair market value of more than \$100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC § 1289]
7. Collect and submit data in accordance with the statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in this Program Guide. [OAA § 712(c); Welf. & Inst. Code § 9716(a)].
8. Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv); 45 CFR 1324.19(a)(4); Welf. & Inst. Code § 9712.5(e)]
9. Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v); 45 CFR 1324.19(a)(5); Welf. & Inst. Code § 9712.5(g)-(i)]

10. Support, actively encourage, and assist in the development of resident and family councils. [OAA § 712(a)(5)(B)(vi); 45 CFR 1324.19(a)(6); Welf. & Inst. Code § 9726.1(a)(3)]

11. Carry out other activities that the State Ombudsman determines to be appropriate, including the following services [OAA § 712(a)(5)(B)(viii); 45 CFR 1324.19(a)(7)]:

a. Update, periodically, a plan for maintaining an ongoing presence in long-term care facilities. [OAA § 712(a)(3)(D); Welf. & Inst. Code § 9712.5(d)(1)]

b. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(1)]

c. Promote visitation programs and other community involvement in long-term care facilities within the service area. [Welf. & Inst. Code § 9726.1(a)(2), (4)]

d. Present community education and training programs to long-term care facility staff, human service workers, families and the general public about long-term care and residents' rights. [Welf. & Inst. Code § 9726.1(a)(5)]

e. Refer other individuals' complaints and concerns that a representative becomes aware are occurring in the facility to the appropriate governmental agency. [Welf. & Inst. Code § 9712.5(a)(2)]

12. Ensure that the Local Ombudsman Program, in accordance with policies and procedures established by the State Ombudsman, will use Citation Penalties Account funds, Licensing and Certification Program funds, Ombudsman General Funds, Older Americans Act funds, and Older Californians Act funds to support activities for the overall program.

13. Review and approve claims for Citation Penalties Account funds, Licensing and Certification Program funds, and Ombudsman General funds, Older Americans Act funds, and Older Californians Act funds.

14. Submit monthly fiscal documents to CDA, as determined by CDA, for Citation Penalties Account funds, Licensing and Certification Program funds, Ombudsman General funds, Older Americans Act funds, and Older Californians Act funds.

The AAA shall ensure that the Elder Abuse Prevention program shall do some or all of the following:

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;
6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;

4.4.2 Title III B (Grants for Supportive Services and Senior Centers)

1. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

- a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - i. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - ii. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - iii. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - iv. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

c. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

4.4.3 Title III C (Nutrition Services) and Nutrition Services Incentive Program

The AAA shall:

1. Comply with all provisions in CCR 7630 – 7638.13 Elderly Nutrition Program.
2. On an ongoing basis, monitor the Subcontractor's use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and this Program Guide and that performance goals are achieved. The AAA must ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite program monitoring must be conducted every year for Title III C-1 and Title III C-2. Fiscal monitoring must be conducted every two (2) years for all programs including Title III C-1 and Title III C-2.
3. Monitor nutrition programs. Non-food preparation congregate dining sites must be inspected using a standardized procedure developed by the AAA that assures all sites are seen systematically, but not necessarily every year. The AAA Registered Dietician (RD), annually, must physically inspect each food preparation site (central kitchen). AAA policies and procedures must guarantee the following:
 - a. Inspection of non-food preparation nutrition sites at least every other year.
 - b. Inspection of non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspection of central kitchens sites annually on-site. [22 CCR 7634.3(d)]
4. Maintain or increase the number of Title III C-1 and C-2 meals served if federal and/or State funds for meal programs increase. The AAA shall

promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

5. Ensure that meal counts associated with Title III C-1, C-2 and NSIP are in accordance 22 CCR 7638.7(a)(1)-(4).
6. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] The AAA or the Subcontractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
7. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
8. Report a meal only once either as a Title III meal or a Title VI meal.
9. Ensure Title III C meals meet the nutrition requirements of meals:
 - a. Comply with the most current Dietary Guidelines for Americans
 - b. Provide one-third of the Dietary References Intakes (DRI) if providing one meal per day, two-thirds of the DRI if providing two meals per day, and 100% of the DRIs if providing three meals per day.
 - c. Comply with the [Older Californians Nutrition Program Menu Guidance](#).
10. Develop a policy and procedure to ensure that Title III C-1 and Title III C-2 meals are only received by eligible individuals.
11. Annually assess each Title III C-1 and C-2 client's nutrition risk using the DETERMINE Your Nutritional Health checklist published by the Nutrition Screening Initiative. [OAA § 339(2)(J); OAA § 207(a)(3)]
 - a. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the [Title IIIC – Intake and Assessment Forms Guide](#).
12. Ensure that an eligible individual who receives a meal is given the opportunity to voluntarily contribute to the cost of the meal.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
 - b. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]

- i. Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
- ii. Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

4.4.4 Title III D Health Promotion – Evidence-Based

AAA Shall:

1. Provide one or more Title IIID evidence-based health promotion programs.
2. Provide Title IIID programs that meet ACLs evidence-based requirements through one of the two options:
 - a. Meets the requirements for ACL’s evidence-based definition; or
 - b. Is considered to be an “evidence-based program” by any operating division of the U.S. Department of Health and Human Services (HHS) and is shown to be effective and appropriate for older adults.
3. Ensure the fidelity of programs is maintained by adhering to the curriculum.
4. Offer Title III D services to eligible individuals 60 and older, and the spouse of eligible older individuals.
5. Ensure that an eligible individual is given the opportunity to voluntarily contribute to the cost of the service.
 - a. Comply with provisions for voluntary contributions in Section 4.4. [OAA §325(b)]
6. Monitor, on an ongoing basis, the Subcontractor’s use of federal and State funds through reporting, site visits, regular contact, or other means to assure the Subcontractor administers federal and State awards in compliance with laws, regulations, and the provisions of contracts and that performance goals are achieved. The AAA must follow up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 75.352]. Onsite monitoring for Title III D programs must be conducted every other year at minimum. Onsite Fiscal monitoring must be conducted every two (2) years for Title III D programs.
7. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and performance data.

4.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in [Section 4.7.1](#) and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA.
2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's Budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by the MOU:
 - a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
 - i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 - ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported

in the same manner as salaries and wages claimed for reimbursement from Federal awards.

- b. Fringe Benefits – specified for each fund source.
 - c. Staff Travel (In-state and Out-of-State travel) – mileage reimbursement, lodging, per diem and other travel costs, specified for each fund source.
 - d. Staff Training – attendance cost for necessary training, specified for each fund source.
 - e. Rent – total cost per funding source.
 - f. Property - detailed descriptions and unit costs, specified for each fund source.
 - g. Supplies – to include items below the \$5,000 property threshold, specified for each fund source.
 - h. Contractual Costs – subcontractor and consultant cost details, specified for each fund source.
 - i. Food – used in delivering Congregate and Home-Delivered Meals.
 - j. Other Costs – Facilities, operating expenses, and other ordinary and necessary costs specified for each fund source.
 - k. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - l. Subcontractor Services - summary costs for subcontracted programs specified for each fund source.
3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2 above.

4.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the AAA's Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission,

scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. AAAs must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)]

4.6 Program Specific Funds

1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Title III B, III C, III D, III E, VII Ombudsman, and VII-A Elder Abuse Prevention programs, Program Income must be spent before allocated funds (except as noted in 4) and may reduce the total amount of allocated funds payable to the AAA.
4. For Title III B, III C, III D, III E, VII Ombudsman, and VII A Elder Abuse Prevention programs, if Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following funding period, which is the last quarter of the federal fiscal year.
5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

6. Program Income may not be used to meet the matching requirements of this Agreement.
7. Program Income must be used to expand baseline services.

4.6.1 One-Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a subcontractor that has a valid contract with the AAA. All contracts shall be procured either through an open and competitive procurement process pursuant to 22 CCR 7352 or through a non-competitive award pursuant to 22 CCR 7360.
3. Titles III and VII federal Program OTO funds shall only be used for the following purposes:
 - a. The purchase of equipment that enhances the delivery of services to the eligible service population.
 - b. Home and community-based projects that are approved in advance by CDA, and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects that are approved in advance by CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).
 - d. OTO funds can be used to maintain or increase baseline services. However, AAAs shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the funding period the OTO was received. Expenditures for baseline services do not require advance CDA approval.
4. NSIP OTO funds shall only be used to purchase food used in the Elderly Nutrition Program.

4.6.2 Matching Contributions

"Matching Contributions" means local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the AAA or a subcontractor.

3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

4.6.3 Area Plan Administration

Area Plan Administration is comprised of federal funds from Title III B, III C1, III C2, and III E. Federal Area Plan Administration funding may be utilized on Area Plan administration, or program activities and services, or both.

4.7 Program Specific Budget and Budget Revision

1. The AAA shall submit electronically the original Area Plan Budget with the Area Plan and Area Plan annual updates by May 1, unless otherwise instructed by CDA.
2. The AAA shall submit electronically a budget revision thirty (30) calendar days after receiving an amended Area Plan Budget Display with changes in funding levels, unless otherwise instructed by CDA.
3. The final date to submit a budget revision containing allocation transfers is January 15 of the current fiscal year funding period unless otherwise specified by CDA.

4.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items for each funding source under the following terms and conditions:

1. The AAA may transfer any or all administrative funds into program without restrictions for each funding source – Title III B, C-1, C-2, & E. However, the AAA shall not transfer funds designated for programs into administration line items.
2. The AAA shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceeds ten percent (10%) of the total budget for each funding source.
3. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
4. Final budget revision containing line item adjustments may be submitted as necessary, but no later than sixty (60) days prior to the ending date of the current allocation period, and shall not include allocation transfers.

4.7.2 Allocation Transfers

1. The AAA shall submit a request to CDA to transfer federal or State funds between Title III B, C-1 and C-2 programs in accordance with the most current Budget Display. The request shall be submitted as instructed in the Area Plan Budget forms.

- a. Transfer of federal baseline funds is allowable between Titles III B and III C in accordance with OAA § 308(b)(5)(A) and between Titles III C-1, and III C-2 in accordance with OAA § 308(b)(4)(A).
 - b. Transfer of State funds is allowable between Title III C-1 General Fund and Title III C-2 General Fund.
 - c. The Title III C nutrition augmentation funding may be transferred between General Fund C1 and General Fund C2 as needed to provide services. The funding must not be transferred to other programs or be used to supplant other program funding, including the Federal Title III C1 and Federal Title III C2.
2. Approved transfers and Area Plan Budgets will be incorporated by reference into the current Budget display for each funding term.
 3. Transfer of funds cannot be processed or approved after the end of the specified fiscal year listed on the Budget Display. Transfer of funds requests will not be accepted or processed after January 15th, as specified [section 4.7](#) of this Program Guide.

4.7.3 Matching Requirements

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program matching contributions for Title III B, not including Ombudsman, and III C is ten percent (10%).
3. Program matching contributions for Title III B, not including Ombudsman, and III C can be pooled to meet the matching requirement of ten percent (10%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Matching contributions are included in the minimum matching requirements calculation.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E provided.
 - a. The expenditures are related to the needs of caregivers and are attributable to a service category within the National Family Caregiver Support Program (NFCSP).

8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

4.7.4 Program Development or Coordination

The AAA shall not budget or fund Program Development or Coordination activities as a cost of Title III B Supportive Services until it has first budgeted and spent the total of its Title III B, C, & E funds allocated for Area Plan administration costs. During the current fiscal year as specified on the budget display, Program Development or Coordination activities and Area Plan administration activities can occur simultaneously. (See [Section 4.12](#) for reconciliation during the closeout period.)

4.7.5 Property

Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires submission of a justification and budget from the AAA. Property requires pre-approval from CDA and must be included on an approved Area Plan budget prior to purchase. To request approval for property, budgets and a justification form shall be sent to finance@aging.ca.gov.

4.8 Payments


1. Title III B, III C, III D, III E, VII Ombudsman and VII-A Elder Abuse Prevention, Ombudsman Citation Penalties Account, Licensing and Certification Program funds, General Ombudsman funds and Older Californians Act.

The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.

2. Payments will be made to reimburse expenditures reported unless AAA pre-selects an Advance method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display.
3. AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
4. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the AAA, until such time as CDA determines that the financial management standards are met.
5. The funding availability for July 1 through September 30 will be determined based on the final three months of the previous federal fiscal year grant period as specified in the AAA's budget display.

6. The funding availability for October 1 through February 28 will be determined based on the original budget display allocations until any original transfer requests are approved by Administration for Community Living (ACL).
7. The funding availability for March 1st (or upon ACL approval whichever is the latter) through June 30th, will be based on the AAA's final approved budget for the Federal Fiscal Year term as represented on the budget display..

4.9 Reporting

1. The  shall submit program performance reports to the CDA Data Team for: Title III B, Title III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Programs in accordance with CDA requirements. [Welf. & Inst. Code § 9102 (a)(5)]
2. The AAA shall have written procedures to assure that all submitted performance data is timely, complete, accurate, and verifiable.
 - a. Quarterly, the AAA shall submit data reports for OAA-funded programs as follows:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

- b. Annually, the AAA shall submit performance reports as follows, or as instructed by CDA:

Reporting Period	Due Date
July 1 – June 30	September 30

- c. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the AAA shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.
 - d. For web-based California Aging Report System (CARS) reports, the AAA shall approve all data within ten (10) calendar days of receipt of notification of passed status. If data in the CARS report is not correct and approvable within ten (10) days, the AAA will make a notation in the comments area of the CARS report and submit the data using the approved status button. Reporting Requirements specific to Title III B, Title

III C-1, Title III C-2, Title III D, Title III E, and Title VII-A Elder Abuse Prevention Program services

3. The AAA shall submit program data reports electronically as follows
 - a. Upload the OAAPS State Program Report (SPR) to CARS at <https://ca.getcare.com>.
 - b. Submit performance data reports quarterly.
 - c. Submit OAAPS SPR reports annually.
4. The AAA shall verify the accuracy of all data submitted to CDA by reviewing and responding to the Annual Data Error Report in accordance with CDA requirements.
 - a. The AAA shall, in accordance with CDA requirements, correct and/or explain all logic and questionable errors in the Annual Data Error Report.
 - i. The AAA shall return the Annual Data Error Report to CDA, verifying that corrections have been made, via email to DataTeam.Reports@aging.ca.gov.
 - ii. The Annual Data Error Reports are due to CDA by a date specified by CDA, which can vary from year to year.
 - b. The AAA shall review and verify all quarterly and annual OAAPS SPR data for accuracy and make necessary corrections, in accordance with CDA requirements.
5. Reporting Provisions Specific to the Ombudsman Program

The AAA shall take the following actions, or shall require its Subcontractor, the Local Ombudsman Program, to enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing software provided by CDA, as required. NORS data entry must be timely, complete, accurate, and verifiable.

 - a. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
 - b. On or before the reporting dates, the Local Ombudsman Program must submit the Quarterly Ombudsman Data Reporting Form (OSLTCO S301), indicating that data for the quarter has been completed or the reason for any delay, to the OSLTCO mailbox (stateomb@aging.ca.gov) with a copy to the AAA.

6. The AAA shall have written reporting procedures specific to each program which include:

- a. Collection and reporting of program data for the AAA and Subcontractor.
- b. Ensuring accuracy of all data from the AAA and Subcontractor.
- c. Verification of the AAA and Subcontractor data prior to submission to the CDA Data Team.
- d. Procedures for the AAA and Subcontractor on correcting data errors.
- e. A methodology for calculating and reporting:
 - i. Total estimated unduplicated clients in each non-registered service.
 - ii. Total estimated unduplicated clients in all non-registered services.
 - iii. Total estimated unduplicated clients across all registered and non registered services.
- f. A performance data monitoring process.

7. The AAA shall orient and train staff and Subcontractor staff regarding program data collection and reporting requirements. The AAA shall have cross-trained staff in the event of planned or unplanned, prolonged absences to ensure timely and accurate submission of data

8. Reporting Provisions Specific to Title VII-A, Chapter 3 Elder Abuse Prevention

- a. The AAA shall complete and submit the Elder Abuse Prevention Quarterly Activity Report (CDA 1037) to the OSLTCO mailbox (stateomb@aging.ca.gov) on the following reporting due dates:

Quarter	Reporting Period	Due Date
Quarter 1	July 1 - September 30	October 31
Quarter 2	October 1 - December 31	January 31
Quarter 3	January 1 - March 31	April 30
Quarter 4	April 1 - June 30	July 31

- b. The AAA shall also enter the quarterly aggregate number of “Elder Abuse Prevention, Education and Training Sessions” and “Elder Abuse Prevention Educational Materials” into CARS on a quarterly basis.
- c. The AAA shall also report in CARS the total Elder Abuse Prevention, Education and Training sessions and Elder Abuse Prevention, Education Materials from the Elder Abuse Prevention Quarterly Activity Report.

4.10 Appeals

1. The AAA may appeal an adverse determination as defined in 22 CCR 7702 using the appeal process established by CDA in 22 CCR 7700 through 7710.

Such appeal shall be filed within thirty (30) days of receipt of CDA’s notice of adverse determination.

2. Subcontractors of the AAA may appeal the AAA’s final adverse determination relating to Title III and Title VII programs using the appeal process established in 22 CCR 7700 to 7710.
3. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W&I § 9535(k), and as specified in the procurement documents and contracts of the AAA.
4. Appeal costs or costs associated with any court review are not reimbursable.

4.11 Transition Plans and Obligations Upon Termination

4.11.1 Transition Plan

1. The AAA shall submit a transition plan to the State within fifteen (15) days of delivery of a written Notice of Termination (pursuant to [Section 3.9](#) of this Program Guide) for a service funded either by Title III or Title VII. The transition plan must be approved by the State and shall at a minimum include the following:
 - a. A description of how clients will be notified about the change in their service provider.
 - b. A plan to communicate with other organizations that can assist in locating alternative services.
 - c. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 - d. A plan to evaluate clients in order to assure appropriate placement.
 - e. A plan to transfer any confidential medical and client records to a new contractor.

- f. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 - g. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]
 - h. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Program.
 - i. Additional information as necessary to effect a safe transition of clients to other community service providers.
2. The AAA shall implement the transition plan as approved by the State. The State will monitor the AAA's progress in carrying out all elements of the transition plan.
 3. If the AAA fails to provide and implement a transition plan as required by Section 3.9. of this Agreement, the Contractor will implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.

4.11.2 Obligations Upon Termination Specific to the Ombudsman Program

1. Transition of Local Ombudsman Services
 - a. The AAA shall, upon receipt of notice of intent to terminate Ombudsman services by the subcontractor, notify the State Ombudsman in writing, within one (1) working day of the receipt of the notice.
 - b. The AAA shall, upon notice of termination, implement one of the following options to ensure continuity of Ombudsman services in accordance with federal and State mandates:
 - i. Continue the provision of mandated Ombudsman services as a subcontract with a provider selected in response to a Request for Proposal (RFP). CDA shall allow the AAA up to one hundred eighty (180) days to transition services to a new subcontractor.
 - ii. Continue the provision of mandated Ombudsman services as a direct service of the AAA. CDA shall allow the AAA up to one hundred eighty (180) days to transition services from the Subcontractor to the AAA.
2. Transition Plan
 - a. The AAA shall submit a Transition Plan to the State Ombudsman within fifteen (15) days from the occurrence of any of the following:
 - i. The AAA's receipt of written notice of the Subcontractor's intent to terminate Ombudsman services.

- ii. The AAA's written notice to the Subcontractor of its intent to terminate the subcontract for Ombudsman services.
 - iii. The AAA's receipt of written notice of CDA's intent to terminate the subcontract for Ombudsman services.
 - iv. The Transition Plan shall be submitted to:

CDA OSLTCO
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
Attn: State Ombudsman
- b. The AAA shall identify in the Transition Plan which option it has chosen to ensure that there will be no break in continued services, based on the following:
- i. Continue the mandated Ombudsman provisions as a direct service of the AAA, utilizing experienced State Certified Ombudsman Representatives and a local Program Coordinator selected by the AAA and designated by the State Ombudsman to represent the Local Ombudsman Program.
 - ii. Continue the mandated Ombudsman provisions as a subcontracted service with a subsequent provider selected in response to an RFP and designated by the State Ombudsman to carry out Ombudsman duties with respect to the PSA.
- c. The Transition Plan shall, at a minimum, include the following:
- i. Details of how the AAA shall maintain an adequate level of State Certified Ombudsman Representatives to ensure continuity of services during the transition to a subsequent Local Ombudsman Program.
 - ii. Details of how the AAA shall notify all the impacted facilities and community referral sources of the change in the parties providing Local Ombudsman Program services.
 - iii. Details of how the AAA shall deliver to the subsequent Local Ombudsman Program, a full inventory of updated confidential client records, public facility records, and records documenting Ombudsman certification and training.
 - iv. A description of how the subsequent Local Ombudsman Program will be assisted in assessing the status of all active clients' records at the point of transfer to ensure timely continuation of Ombudsman services.

- v. A description of how residents and their families will be notified about the changes in their Ombudsman services provider.
3. The AAA shall implement the Transition Plan as approved by the State Ombudsman. The State Ombudsman will monitor the AAA's progress in carrying out all elements of the Transition Plan.
4. If the AAA fails to provide and implement the Transition Plan as required above, the AAA agrees to implement a Transition Plan submitted by the State Ombudsman to the AAA. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.

4.12 Closeout

1. The Area Plan Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout reports as instructed by CDA.
2. Federal funds will be reduced proportionately to maintain the required matching ratios if the AAA fails to report sufficient match.
3. During the review and approval of the closeout, administration costs will be increased to the total amount allocated before approving final costs for Program Development or Coordination activities.
4. Final expenditures must be reported to CDA in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

5 TITLE V SENIOR COMMUNITY SERVICES PROGRAM (TV SCSEP)

5.1 Introduction

The OAA Title V SCSEP provides part-time, work-based training opportunities for older workers in local community service agencies and assists program participants in obtaining unsubsidized employment. While training in community service positions, participants provide non-profit or government "host agencies" with support to provide community services.

The Program provides participants with a variety of supportive services, such as personal and job-related counseling and job-related training as preparation for community service assignments, job search assistance, and job referrals. The California Department of Aging contracts with local providers who provide Program services and collaborates with six national SCSEP grantees who provide Program services for the remaining participant slots throughout California. Each participant training slot may serve more than one participant over the course of the year.

5.2 Assurances

1. The AAA shall assure the following:
 - a. Services are provided only to the defined eligible service population. [20 CFR 641.500]
 - b. Participants enrolled in the Title V SCSEP shall receive at least the current State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The AAA or subcontractor must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502(c)(6)(A)] [OAA § 504(b)] [20 CFR 641.565]
 - c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. [20 CFR 641.535]
2. The AAA shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:
 - a. Are sixty-five (65) years of age or older.
 - b. Have a disability.
 - c. Have LEP or low literacy skills.
 - d. Reside in a rural area.
 - e. Are veterans or spouses of veterans as defined in 20 CFR 641.520(b).
 - f. Have low employment prospects.

- g. Have failed to find employment after utilizing services provided through the AJC Delivery System; or
 - h. Are homeless or at risk for homelessness.
 - i. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA §518(b)(2)(H)]
[OAA § 518(b)] [20 CFR 641.520]
- 3. The AAA shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population in the area. [OAA § 515(c)]
- 4. The AAA will comply with an average participation cap for eligible individuals of no more than twenty-seven (27) months in the aggregate, unless requested and approved by DOL. [OAA § 502(b)(1)(C)] [20 CFR 641.570(c)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]
- 5. The AAA will assure that community service assignments must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not Title V SCSEP participants. [OAA § 502(b)(1)(G)] [20 CFR 641.844(1)]
- 6. The AAA will use a tool that encompasses all program requirements found in CDA's Title V SCSEP monitoring tool when monitoring local project (subcontractors).
- 7. The AAA will follow CDA's Participant Termination Policy (PM 11-20). [20 CFR 641.580] [20 CFR 641.910]
- 8. The AAA shall establish grievance procedures for resolving participant's questions and complaints. In addition, the AAA shall comply with all non-discrimination provisions related to Title V SCSEP funds. [20 CFR 641.827]; [20 CFR 641.910]; CDA PM 11-20 and CDA PM 11-06. The grievance procedure shall in the case of:
 - a. Civil Rights violations, advise participants to submit their questions or file complaints with the Director, Civil Rights Center, U.S. Department of Labor, Room N-4123, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
 - b. Non-Civil Rights violations, advise participants who are not satisfied with the final determination of his/her grievance, to file an appeal with DOL within thirty (30) days of the determination. Said appeal shall be directed to Chief, Division of Adult Services, Employment and Training

Administration, U.S. Department of Labor 200 Constitution Avenue, N.W.,
Washington, D.C. 20210.

9. Political Activities

The AAA Shall assure the following:

a. The AAA will post a notice at each training site and make available to each participant, a written explanation of allowable and unallowable political activities in accordance with OAA § 502(b)(1)(P) and 20 CFR 641.836.

b. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:

- i. Participants may not engage in partisan or nonpartisan political activities during hours for which they are being paid with Title V SCSEP funds. [20 CFR 641.836(d)(1)]
- ii. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity. [20 CFR 641.836(d)(2)]
- iii. Participants may not be assigned to the office of a Member of Congress, a State or local legislator, or on the staff of any legislative committee. [20 CFR 641.836(d)(3)]

10. The AAA shall have appropriate office space for conducting private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.

11. The AAA shall comply with CDA's Title V SCSEP Authorized Break in Participation Policy (CDA PM 14-15). [20 CFR 641.570(d)]

12. The AAA shall ensure participants have safe and healthy working conditions at their community service employment worksites. [OAA § 502(b)(1)(J)] [20 CFR 641.535(a)(10)]

13. The AAA acknowledges that CDA reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:

- a. The copyright in all products developed under this Program Guide, including a subcontract.
- b. Any rights of copyright to which the AAA or subcontractor purchases ownership under an award (including, but not limited to; curricula, training models, technical assistance products, and any related materials).

- c. Products developed in whole or in part with contract funds shall include the following language:
- i. SCSEP is funded by a contract awarded by CDA totaling \$XXX,XXX (XX%) with grant funds from the U.S. Department of Labor's Employment and Training Administration with \$XXX.XX (XX%) financed with non-federal sources.
 - ii. The product was created by the "name of AAA" and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.
 - iii. No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

14. Pursuant to Public Law 116-94, Division A, Title V, Section 506 and 507, AAA acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This does not prohibit providing health benefits coverage for abortions when all funds for that specific benefit do not come from a federal source. Additionally, AAA agrees that no federal funds may be provided to a local government if that local government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

15. Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc and 2) health benefit plans that object to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage in contradiction to Item 14.

16. AAA agrees to comply with the Flood Disaster Protection Act of 1973, and will not use federal funds to acquire, modernize or construct property in flood-prone

communities, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of identification.

17. AAA agrees that its employees and volunteers will not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act, during the period of time that the award is in effect, use forced labor in the performance of the services outlined within this Program Guide. This Program Guide is subject to provisions of the Trafficking Victims Protection Act of 2000, and violations of this Section may result in termination of the MOU.

18. AAA agrees that work created with the support of federal funds shall be licensed under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, recipient-owned content using grant funds. Notice of the license shall be affixed to the work.

19. AAA acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIS). AAA agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:

- a. A criminal proceeding
- b. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
- c. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
- d. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages

20. AAA agrees that the federal government shall have certain intellectual property rights in adherence with the Bayh-Dole Act (the Patent and Trademark Law Amendments Act), as codified at 37 CFR 401.3 and 401.14. These requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant.

5.3 Program Definitions

1. **"American Job Centers" (AJC, also known as the One-Stop Centers):** agencies that are funded by the Workforce Innovation and Opportunities Act (WIOA). [20 CFR 678.900]
2. **"BCT Partners":** the entity designated by United States (U.S.) Department of Labor (DOL) to maintain the Title V Senior Community Service

Employment Program (SCSEP) Performance and Results Quarterly Progress Report System (SPARQ) and the Web Data Collection System (WDCS).

3. **“Charter Oak Group” (COG)**: the entity designated by DOL to create and maintain the Title V SCSEP WDCS handbook that provides direction on entering data into the WDCS.

4. **“Classroom Training Hours”**: the number of hours spent in classroom training by Title V SCSEP participants. [20 CFR 641.540(c)]

5. **“Community-Service Employment”**: part-time, temporary employment paid with Title V funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. The term “community service assignment” is used interchangeably with “community service employment.” Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. [OAA § 518(a)(2)] [20 CFR 641.140] [20 CFR 641.577]

6. **“Core Measures”**: performance measures that are subject to goal-setting and corrective action and are:

- a. Hours of community service employment;
- b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project;
- c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project;
- d. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project;
- e. Indicators of effectiveness in serving employers, host agencies, and project participants;
- f. Number of eligible individuals served; and
- g. Number of most-in-need individuals served.

[OAA § 513(b)(1)] [OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.700(b)] [20 CFR 641.710]

7. **“Eligible Service Population”**: unemployed, low-income, California residents who are fifty-five (55) years of age or older and who have poor employment prospects. [OAA § 518(a)(3)(A)] [20 CFR 641.500] [20 CFR 641.520(a)]

Priority must be given to individuals who are sixty-five (65) years of age and older or:

- a. Have a disability.
 - b. Have limited English proficiency or low literacy skills.
 - c. Reside in a rural area.
 - d. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5) 38 U.S.C. 4215(a).
 - e. Have low employment prospects.
 - f. Have failed to find employment after utilizing services provided through the One-Stop Delivery System.
 - g. Are homeless or at risk for homelessness. [OAA § 518(b)] [20 CFR 641.520]
 - h. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]
8. **“Host Agency”**: a public agency or private non-profit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. [20 CFR 641.140]
9. **“Hours of Community Service Employment”**: the number of hours of community service provided by Title V SCSEP participants. [20 CFR 641.577] [20 CFR 641.710(a)]
10. **“In-Kind Contributions”**: the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).
11. **“Indicators of Effectiveness in Serving Employers, Host Agencies, and Project Participants”**: the combined results of customer assessments of the services received by each of these three customer groups. [20 CFR 641.710(e)]
12. **“Individual Durational Limit”**: a participant can be enrolled in the program for up to forty-eight (48) months. [OAA § 518(a)(3)(B)(i)] [20 CFR 641.570(a)] [California Department of Aging (CDA) Program Memo (PM) 10-19] [CARES Act Sec.3223(l)(A)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]
13. **“Infrastructure Costs”**: the shared infrastructure costs negotiated between the AAA and the local Workforce Development Board (WDB) to operate a local AJC or One-Stop Center. Shared infrastructure costs are required of all

WIOA partners, including Title V SCSEP. These costs are identified in an executed Memorandum of Understanding (MOU) between the AAA and the local WDB. Infrastructure Costs may be charged to Administration or Other Program. [29 U.S.C 3151] [20 CFR 678.400 through 20 CFR 678.510]

14. **“Job Ready”**: individuals who do not require further education or training to perform work that is available in their labor market. [20 CFR 641.140]

15. **“Limited English Proficiency” (LEP)**: individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. [20 CFR 641.140]

16. **“Low-Income”**: family income not more than 125 percent (125%) of the federal poverty guidelines. [OAA § 518(a)(3)(A)] [20 CFR 641.500]

17. **“Measures of Performance”**: the seven core measures that are subject to goal-setting and corrective action. [20 CFR 641.700(a)] 20 CFR 641.720]

18. **“Median Earnings of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from the Project”**: the formula: For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and the lowest wage earned in the second quarter after the exit quarter. [20 CFR 641.710(d)]

19. **“Modified Positions”**: the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. [SCSEP Quarterly Progress Report, ETA 5140]

20. **“Number of Eligible Individuals Served” (service level)**: the total number of participants served, divided by the AAA’s authorized number of positions, after adjusting for minimum wage. [20 CFR 641.710(f)]

21. **“Number of Most-in-Need Individuals Served” (service to most-in-need)**: service to participants who meet any of the following characteristics:

- a. Have a severe disability.
- b. Are frail.
- c. Are aged seventy-five (75) or older.
- d. Meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.
- e. Live in an area with persistent unemployment and are individuals with severely limited employment prospects.
- f. Have LEP.

- g. Have low literacy skills.
- h. Have a disability.
- i. Reside in a rural area.
- j. Are veterans.
- k. Have low employment prospects.
- l. Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128.
- m. Are homeless or at risk for homelessness.

[OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.710(g)]

22. **“On-The-Job-Experience (OJE) Training”**: developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. [Older Worker Bulletin No. 04-04]

23. **“Participant”**: an individual who is eligible for the Title V SCSEP; is given a community service assignment; and is receiving services funded by the program for up to forty-eight (48) months. [OAA § 518(a)(3)] [20 CFR 641.140] [20 CFR 641.570(a)]

24. **“Participant Position”**: an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given fiscal year is based on an equitable distribution ratio determined by the U.S. Census and allocated by DOL. [OAA § 506(g)(1)] [OAA § 507] [20 CFR 641.140]

25. **“Percentage of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from Project”**: defined by the formula: The number of participants who exited during the reporting period who are employed in unsubsidized employment during the second quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(b)]

26. **“Percentage of Project Participants Who are in Unsubsidized Employment During the Fourth Quarter After Exit from the Project”**: defined by the formula: The number of participants who exited during the reporting Period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(c)]

27. **“Program Income”**: income earned by the AAA during the Contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds, and may include:
- a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract supported activities.
 - d. Proceeds from the sale of goods created under CDA grant funds.
28. **“Recipient Local Share”**: local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources and reported to CDA. [OAA § 502(c)(2)] [20 CFR 641.809]
29. **“State Plan”**: a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provision of community service employment and other authorized activities for eligible individuals under Title V SCSEP. [OAA § 503(a)] [20 CFR 641.140]
30. **“Supportive Services”**: services, such as transportation; health and medical services; special job-related or personal counseling; incidentals, such as work shoes, badges, uniforms, eyeglasses, and tools; child and adult care; housing, including temporary shelter; follow-up services; and needs-related payments which are necessary for an individual to participate in program activities authorized under Title V SCSEP. [OAA § 502(c)(6)(A)(iv)] [OAA § 518(a)(8)] [20 CFR 641.140] [20 CFR 641.545]
31. **“Title V SCSEP Grantee Performance Management System (GPMS)”**: the DOL system used to process and analyze Title V SCSEP data and the system used to view, print, and save Title V SCSEP quarterly progress reports, data quality reports, and management reports. [OAA § 503(f)(3)-(4)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]
32. **“Title V Senior Community Service Employment Program (SCSEP)”**: a program that serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. [OAA § 502(a)(1)] [20 CFR 641.110]
33. **“Transfer/Change Utility”**: the WDCS procedure used to transfer a participant in GPMS from one contractor to another or changing a sub-contractor

within a subcontractor. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]

34. **“Unemployed”**: an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA § 518(a)(9)] [20 CFR 641.140]

35. **“Web Data Collection System (WDACS)”**: the DOL web-based data collection system used to input all Title V SCSEP program and participant information into GPMS. [OAA § 503(f)(3)-(4)] [GPMS User Guide for Grantees Version 1.5 (January 2024)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

5.4 Scope of Work

1. The AAA or subcontractor shall perform the following if operating as a direct or contracted Title V SCSEP program:

a. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws, regulations, and this Program Guide including but not limited to:

- i. Older Americans Act (OAA) of 1965, as amended through Public Law 116-131, enacted March 25, 2020.
- ii. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
- iii. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
- iv. 20 CFR Part 641 SCSEP; Performance Accountability, Interim Final Rule, December 1, 2017.
- v. Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128.
- vi. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
- vii. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
- viii. 20 CFR 678.400 through 20 CFR 678.510.
- ix. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
- x. Age Discrimination in Employment Act of 1967, Public Law 90-202.

- x. California Healthy Workplaces/Healthy Families Act 2014.
 - xi. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
 - xii. Terms and Conditions of this Program Guide, the MOU, and the Terms and Conditions of the current SCSEP grant.
 - xiii. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
 - xiv. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.
 - xv. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.
- b. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]
 - c. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program. [20 CFR 641.515(a)]
 - d. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [20 CFR 641.535(a)(9)] [20 CFR 641.570(d)] [CDA PM 11-06] [CDA PM 11-20] [CDA PM 14-15]
 - e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period. [20 CFR 641.535(a)(2)]
 - f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants'

assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]

- g. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)-(6)]
- h. Submit all requests for an OJE to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category. [Older Worker Bulletin No. 04 04]
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. [20 CFR 641.505]
- j. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers. [20 CFR 641.200]
- k. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the Title V SCSEP State Plan. [20 CFR 641.315(a)]
- l. Submit a SCSEP Project Quarterly Narrative Progress Reports to CDA each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]
- m. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.545(c)]
- n. Execute a signed Memorandum of Understanding (MOU) between the Local Workforce Development Board(s) and the AAA detailing how services will be provided and identifying the AAA required shared infrastructure costs. [WIOA, Public Law 113-128]

The MOU must contain the following components:

- i. A description of the functions/services to be performed for AJC (One-Stop Center) clients.
- ii. An explanation of how the costs of these functions/services and AJC (One-Stop Center) operations will be funded, including WIOA required shared contributions to infrastructure costs.

Negotiated infrastructure costs must be captured on the AAA's budget under Administration or Program Other.

- iii. A description of the methods to be used for referring clients among the partners.
- iv. The duration of the MOU and procedures for amending it.

[29 U.S.C. 3151] [20 CFR 678.400 through 20 CFR 678.510]

o. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879(b)] [20 CFR 641.879(d)-(e)]

p. Use the program data collection and reporting system as required by CDA in this Program Guide. [OAA § 503(f)(3)-(4)]

q. Submit all requests for a Transfer/Change utility transaction in GPMS to CDA for prior approval. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]

r. Not enroll individuals who can be directly placed into unsubsidized employment. [20 CFR 641.512].

s. Use the COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.

t. The Healthy Workplaces/Healthy Families Act of 2014 provides paid sick leave to all California employees who work for the same employer ninety (90) or more days.

SCSEP programs must:

- i. Provide participants with forty (40) hours of sick leave at the start of each program year, provided the participant(s) have been with SCSEP longer than ninety (90) days. (CA Labor Code Section 246)
- ii. Unspent sick leave time will not be carried over to the following program year.
- iii. A participant is entitled to use paid sick days beginning on the 90th day of the training assignment.
- iv. Participants on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.

- v. When a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.

2. Core Measures [20 CFR 641.700(b)]

The AAA shall, or if subcontracted, the Subcontractor shall, meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

- a. Hours of community service employment.
- b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
- c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
- d. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
- e. Indicators of effectiveness in serving employers, host agencies, and project participants.
- f. The number of eligible individuals served.
- g. The number of most-in-need individuals served.

[OAA § 513(b)(1)] [20 CFR 641.700(b)] [20 CFR 641.710]

3. In addition to the conditions above, the AAA shall perform the following if subcontracting for Title V SCSEP program services [2 CFR 200.327] [2 CFR 200.328]:

- a. Ensure all applicable provisions required within this Program Guide are included in any subcontract entered into by the AAA to carry out the terms outlined within this Program Guide.
- b. Conduct an annual onsite monitoring, evaluate, and document the Subcontractor's performance and compliance with this Program Guide.
- c. Provide training, support and technical assistance to the Subcontractor(s) as needed and respond in writing to all written requests from the Subcontractor(s) for guidance, and interpretation of instructions.

5.4.1 Additional Federal Requirements

This Program Guide is subject to the requirements of the U.S. Department of Labor (DOL)'s Senior Community Service Employment Program (SCSEP) grant Terms and Conditions and Assurances. By receiving funds to perform services outlined within this Program Guide, the AAA agrees that it will carry out the

project/program as authorized and will comply with the terms and conditions and other requirements of this Program Guide, including but not limited to:

1. U.S. Department of Labor Training and Guidance Letter (TEGL) 22-19

AAA is bound by the authorizations, restrictions, and requirements contained in the U.S. Department of Labor, Training and Guidance Letter (TEGL) 22-19, SCSEP Planning Instructions and Allocations.

2. Salary and Bonus Limitations (TEGL 5-06)

Pursuant to Public Law 116-94, Division A, Title I, Section 105, this award is subject to the Salary and Bonus limitations in Public Law 109-234. The limitation applies to all programs administered or funded by the U.S. Department of Labor and covers any salary or bonus payments made by the AAA or subcontractor to an individual.

3. Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the AAA are allowable if the conference is necessary and reasonable for the successful performance of the federal award. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432.

4. Architectural Barriers

Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these 23 requirements.

5. Executive Orders

The AAA shall assure compliance with the following Executive Orders (EO)

a. EO 12928 - AAA is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions; Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

b. EO 13043 - AAA is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

c. EO 13513 - AAA and subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government Owned Vehicles (GOV), while driving Privately Owned Vehicles (POV) when on official Government business, or when performing any work for, or on behalf of the Government.

d. EO 13166 - AAA shall take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

6. Reporting Total Compensation of AAA Executives

The AAA shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year unless the AAA's gross income from all federal contracts and subcontracts is under \$300,000. Such report shall be made to CDA no later than thirty (30) days after the execution of this Agreement.

7. Reporting Fraud, Abuse, and Criminal Conduct (TEGL 2-12)

The AAA shall immediately document and report to CDA allegations, suspicions and complaints involving possible fraud, program abuse and criminal misconduct. In addition, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000 (e.g. \$500,000), are considered emergencies and must immediately be reported to CDA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

8. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225(a), the AAA must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). AAA may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if the property is in compliance, or to find other information about the Act.

9. Contracting with Corporations

The AAA is prohibited from knowingly entering into a contract, memorandum of understanding, or cooperative agreement with any corporation or its subsidiary that:

- a. Was convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months.
- b. Has any unpaid federal tax liability for which all judicial and administrative remedies have been exhausted.
- c. Is an inverted domestic corporation under Section 835(b) of the Homeland Security Act of 2002. [6 U.S.C. 395(b)]

10. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to Public Law 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL.

11. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to Public Law 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

12. Requirement for Blocking Pornography

Pursuant to Public Law 116-94, Division A, Title V, Section 520, no federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

5.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Section and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.

2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by this Program Guide and the MOU:

- a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be

charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.

- i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
- ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- b. Fringe Benefits.
- c. Contractual Costs – subcontract and consultant cost detail.
- d. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
- e. Rent - total costs.
- f. Supplies – to include items below \$5,000.
- g. Property – detailed descriptions and unit costs.

- h. Travel (In State Travel and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.
 - i. Staff Training - attendance cost for necessary training
 - j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.
3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2. above.

5.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
3. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414]

5.6 Program Specific Funds

5.6.1 Program Income

1. "Program income" is revenue generated by the AAA or subcontractor from Program Guide-supported activities and includes:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided to perform services outlined within this Program Guide.
 - c. Royalties received on patents and copyrights from services outlined within this Program Guide.
 - d. Proceeds from the sale of items fabricated under a contract agreement.
2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to program funding.
3. Program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)].
4. Program Income remaining at the end of the period of performance must be returned to CDA.

5.6.2 Recipient Local Share

Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions, if such contributions are used to meet program requirements.
2. Recipient Local Share (cash or in-kind) verifiable from the records of the Contractor or subcontractor.
3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2CFR 2900].
4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the AAA's records.

5.7 Program Specific Budget and Budget Revision

1. The AAA shall submit electronically the original Title V Budget with the annual updates by May 1, unless otherwise instructed by CDA.

2. The AAA shall submit electronically, a budget revision thirty (30) days after receiving an amended Title V Budget Display with changes in funding levels, unless otherwise instructed by CDA.
3. Budget revisions may be submitted as necessary, but no later than (60) days prior to the ending of the current fiscal year funding period.
4. The AAA is limited to eight percent (8%) of the federal allocation for Administration.
5. Administrative costs for a subcontractor are not limited to eight percent (8%) of the federal allocation and should be reported as Subcontractor Administration in the Title V Budget.
6. Consultant fees are limited to \$710 per day without prior DOL Grant approval.
7. The AAA shall ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits.
8. The AAA is not required to budget On-the-Job Experience (OJE) training costs separate from other costs; costs shall be tracked during the funding period as specified on the budget display.
9. The AAA may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.
 - a. Property with per unit cost of \$5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from the AAA and approval from CDA, and must be included in the Title V/SCSEP Budget.
 - b. Property with a per unit cost of \$5,000 or more requires justification and approval from the Department of Labor. The AAA must submit a detailed description list to be included in the CDA 35 Title V/SCSEP Budget within 30 days of contract issuance date. [2CFR200.33], [2 CFR 200.313] and [2 CFR 200.439].
10. Senior Community Service Employment Program (Title V) Budget must be submitted in accordance with the Budget Instruction Package, as issued by CDA, before the start-up of each fiscal year. The (Title V) Budget must correlate with Title V SCSEP activities and functions, stipulated within the annual Title V SCSEP Application.

5.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items under the following terms and conditions:

1. The AAA shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
2. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request, and shall be maintained in the same manner as all other financial records.

5.8 Payments

1. The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior.
2. Payments will be made to reimburse expenditures reported unless the AAA pre-selects an Advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display.
3. During the entirety of the MOU period, the AAA shall report quarterly accruals and monthly actual expenditures. [2 CFR 2900 14]
4. AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

5.9 Reporting

1. The AAA shall:
 - a. Enter program and participant data into GPMS using the WDACS on a routine basis.
 - b. Review and continually seek to clear errors in the WDACS and the data must be timely, complete, accurate, and verifiable.
 - c. Create a plan to ensure accuracy of data from all levels which includes a method for the AAA or subcontractors to verify the accuracy of the data prior to submission to CDA.
 - d. Train and orient staff and subcontractor's staff on data collection and reporting requirements.

2. The AAA shall review DOL Case Management System (CMS) weekly, in accordance with DOL requirements to ensure accuracy of data entry into the WDCS.
3. The AAA shall review Data Quality Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS.
4. The AAA shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year. [20 CFR 641.740(b)]
5. For purposes of reporting in the Schedule of Expenditures of Federal Awards in the audit, the federal grantor is the U.S. Department of Labor, Employment and Training Administration. The Catalog of Federal Domestic Assistance Number is 17.235.[OAA § 503(f)(3)(4)] [20 CFR 641.879]
6. The AAA shall submit its Title V SCSEP Project Quarterly Narrative Progress Report to CDA twenty (20) days after the close of each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

5.10 Appeals

In the event of a dispute or grievance regarding the terms and conditions of this Program Guide, both parties shall abide by the following procedures:

1. The AAA shall first discuss the problem informally with CDA. If the problem is not resolved, the AAA must, within fifteen (15) working days of the failed attempt to resolve the dispute with CDA, submit a written complaint together with any evidence to the Division of Home and Community Living Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the AAA's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the AAA's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to [Section 3.10](#) of this Program Guide. Should the AAA disagree with the decision of the Deputy Director, the AAA may appeal the decision to CDA's Chief Deputy Director.
2. The AAA's appeal must be submitted within ten (10) working days from the date of the decision of the Division of Home and Community Living (DHCL) Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the AAA's appeal, the Chief Deputy Director or designee shall meet with the AAA for review of the issues raised on appeal and issue a final written decision.
3. The AAA may appeal the final decision of CDA's Chief Deputy Director in accordance with the procedures set forth in 1 CCR 1200.

4. Costs incurred by the AAA or subcontractor for administrative or court review are not reimbursable.

5.11 Transition Plans and Obligations Upon Termination

1. The AAA shall submit a transition plan to CDA within fifteen (15) business days of delivery of a written Notice of Termination by CDA or Notice of Intent to Terminate by the AAA. The transition plan must be approved by CDA and shall at a minimum include the following:
 - a. A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.
 - b. A process on how confidential records of participants and database files will be relinquished by the AAA and transferred to the new service provider.
 - c. A process to communicate with national Title V SCSEP grantees to transfer current participants into other employment/training opportunities.
 - d. A process on how supportive services will be identified and provided to participants to ease in the transition.
 - e. A process to conduct a property inventory and plan to dispose of, transfer, or return to CDA all equipment purchased during the entire operation of the services outlined within this Program Guide.
 - f. A description of adequate staff to provide continued service through the term of the existing MOU. [22 CCR 7206(e)(4)]
2. The AAA shall implement the transition plan as approved by CDA. CDA will monitor the AAA's progress in carrying out all elements of the transition plan.
3. The AAA agrees to implement a transition plan submitted by CDA to the AAA when the AAA fails to provide and implement a transition plan as required by [Section 3.9](#).

5.12 Closeout

1. The Title V/SCSEP Financial Closeout Report (CDA 90) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout Reports as instructed by CDA.
2. Final expenditures must be reported to CDA in accordance with allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

6 HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP)

6.1 Introduction

The California Health Insurance Counseling and Advocacy Program (HICAP) is a Mello-Granlund Older Californians Act (OCA) program authorized under Welfare and Institutions Code Sections 9530 – 9538 and 9541.

The purpose of HICAP is to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans.

Twenty-six (26) Area Agencies on Aging are responsible for the local management of HICAP in their designated HICAP's service area(s).

HICAP is supported through State and federal funds, and subject to U.S. Department of Health and Human Services (HHS) Administrative Requirements, which can be found in 45 CFR Part 75, federal grant terms and conditions, as well as implemented through the HHS Grants Policy Statement.

6.2 Assurances

1. The AAA shall assure, either as a HICAP direct services or contracted services, that the following conditions are met:
 - a. Services are provided only to the defined Eligible Service Population.
 - b. Public awareness, knowledge and visibility of the HICAP that includes persons in greatest need of services and partnership opportunities with groups not currently being reached.
 - c. Staffing is adequate to cover all requirements and timelines of the Program. The Program Manager shall manage the Program at least thirty-two (32) hours per week. The equivalent of at least one half-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - d. The Program Manager for HICAP has general oversight of the HICAP services and sole authority to recommend persons for HICAP Counselor registration, to file industry complaints, and to refer HICAP clients to legal services.
 - e. All persons affiliated with the Program and who are counseling, including paid personnel and volunteers, are trained and registered with the State as HICAP Counselors in accordance with laws, regulations, and the HICAP Program Manual.
 - f. Participants who volunteer their time for the health insurance counseling and advocacy program may be reimbursed for expenses incurred, as specified in [Section 3.15.1](#).

2. The AAA shall assure, either as a HICAP direct services or contracted services, compliance with the State Conflict of Interest Requirements as they pertain to HICAP services as follows:
 - a. The project staff and volunteers do not engage in the solicitation of insurance; nor endorse any Medicare supplement, long-term care, or other insurance policies or plans; nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
 - b. The project, project staff, and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The AAA shall assure that project staff and volunteers do not accept money or gifts from the clientele in exchange for services in accordance with CDA guidance on conflict of interest and the HICAP Program Manual.
 - c. All reasonable and necessary measures to assure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner so as to prevent the appearance of impropriety, or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The AAA shall assure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries. This shall not preclude the AAA from soliciting program contributions from entities that do not pose a conflict of interest.
3. Materials published or transferred by the AAA and financed with funds under this Agreement shall:
 - a. Use the SHIP Logo and Tagline on all HICAP publications, including websites.
 - b. Identify the name of the entity, the address, and telephone number at which the supporting data is available.
 - c. Acknowledge the support of CDA in writing, whenever publicizing the work under this Agreement in any media.
 - d. Assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer.

The AAA may select the appropriate Template Language that best corresponds with the AAA's, or contracted service provider's HICAP allocation(s). Template

language should be edited to replace each reference of “XX” with the appropriate corresponding figure.

i. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

ii. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

4. CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted in relation to the program funded by the authority provided by the MOU. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.

5. The AAA shall assure, either as HICAP direct services or contracted services, full compliance with full compliance with PM 19-08, to include:

a. All HICAP volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.

b. The HICAP shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for SHIP assignments.

c. The Area Agency on Aging shall assure, either as HICAP direct services or contracted services, full compliance with the federal Volunteer Risk and Program Management (VRPM) requirements.

6. The AAA shall assure, either as HICAP direct services or contracted services, full compliance with 2 CFR 200.216.

The AAA is prohibited from the direct or indirect use of funds to:

a. Procure or obtain;

- b. Enter into contract to procure or obtain; or
 - c. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries and affiliates.
7. Contingent upon legislative approval for augmented Local Assistance funds and CDA's notice of availability of funds:
- a. The HICAP shall ensure that the equivalent of at least one full-time paid Volunteer Coordinator shall assist the Program Manager in coordinating the activities of volunteers.
 - b. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator.
8. The AAA, whether providing HICAP directly or through contracted service providers, shall assure program funds are not used for Meals except for the following:
- a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement.
 - b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.
 - c. When providing training events for HICAP staff and all the following conditions are met:
 - i. The HICAP training event is at least four hours in length.
 - ii. The agenda for the training does not include a designated lunch break. (i.e., working lunch)
 - iii. All attendees sign an attendance sheet to confirm their participation throughout the training.
9. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the Consolidated Appropriations Act, 2021, Public Law 116-260 to include Administration for Community Living (ACL) grant award funds may not be used:
- a. To pay the salary of an individual at a rate in excess of \$199,300.
 - b. To advocate or promote gun control (Section 217).

- c. To carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug (Section 522).
- d. For lobbying purposes (Public Law 116-260 Section 503), such as:
 - i. For publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.
 - ii. To pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policy- making and administrative processes within the executive branch of that government.
 - iii. The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

10. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)).

- a. Provisions applicable to the AAA, whether providing HICAP services directly or through a contracted service provider, that are private entities:

Employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
- b. The Department may terminate this agreement, without penalty, if the AAA that is a private entity:
 - i. Is determined to have violated an applicable prohibition in paragraph a; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a of this award term through conduct that is either:
 - 1) Associated with performance under this agreement; or
 - 2) Imputed to the AAA using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by the Administration for Community Living at 2 CFR part 376.
- c. The AAA must inform CDA immediately of any information received from any source alleging a violation of a prohibition in paragraph a.
 - i. Of the MOU term.
 - ii. CDA's right to terminate unilaterally that is described in paragraph b:
 - 1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to CDA under this agreement
 - 3) The AAA must include the requirements of paragraph a of this agreement in any subcontract.
- d. Definitions for purposes of this contract item:
 - i. "Employee" means either:
 - 1) An individual employed by the AAA or a subcontractor who is engaged in the performance of the project or program under this agreement; or

- 2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- ii. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery
- iii. “Private entity”:
 - 1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - 2) Includes:
 - a) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b)
 - b) A for-profit organization
- iv. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

11. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the 48 CFR 3.901 Whistleblower Protections for Contractor Employees which protects contractor employees from reprisal for disclosure of information (41 U.S.C. 4705).

12. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with Obergefell v. Hodges, 576 U.S. 644 (2015), the U.S. Supreme Court’s decision which held that States may not deny same-sex couples the right to marry. The AAA is expected to recognize same-sex marriage, given that marriage is also recognized by a U.S. jurisdiction. Accordingly, the AAA must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages.

13. The AAA, whether providing HICAP directly or through contracted service providers, shall assure full compliance with the HHS Grants Policy Statement (GPS), which are common across all HHS Operating Divisions (OPDIVs) and apply as

indicated in the HHS GPS unless there are statutory, regulatory, or award-specific requirements to the contrary (as specified in individual Notices of Awards).

6.3 Program Definitions

1. **“Eligible Service Population”**: Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
2. **Older Californians Act (OCA)**: Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
3. **“Health Insurance Counseling and Advocacy Program” (HICAP)**: a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
4. **“Medicare Modernization Act 2005 (MMA) State Funds”**: the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
5. **“State Health Insurance Assistance Program” (SHIP)**: a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
6. **“Program Income”**: revenue generated by the AAA or Subcontractor from Program Guide and Program supported activities, and may include:
 - a. Voluntary contributions received from a participant or responsible party as a result of the service.
 - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under the MOU.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from the sale of goods created under CDA grant funds

6.4 Scope of Work

The AAA, whether providing HICAP directly or through a subcontract, shall:

1. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Program Guide, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of the MOU.
2. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
3. Provide timely notice to CDA of any changes to the Program or changes in the status of the AAA or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the AAA will forward this information to CDA.
4. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the AAA will forward this information to CDA.
5. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, and Long-Term Care Community Educators, designed to expand services as broadly as possible [WIC 9541(c)(7)]. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
6. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
7. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days received.
8. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
9. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party. AAAs are encouraged to use the

CDA 9009 (Authorization for Use/Disclosure of Health Information), or a similar form developed by the AAA.

10. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual. [Welf. & Inst. Code § 9541(f)(4)]
11. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics. [Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
12. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual. [Welf. & Inst. Code § 9541(e)]
13. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency. [Welf. & Inst. Code § 9541(f)(7)]
14. Maintain a program data collection and reporting system as specified in [Section 6.9](#) of this Program Guide.
15. Collect, track, and report on all aspects of HICAP activity as specified in [Section 6.9](#) of this Program Guide, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures.
16. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
17. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.
18. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
19. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
 - a. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.

- b. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
- c. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
- d. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - i. Counseling sessions are required to be conducted by a registered HICAP counselor.
 - ii. The client may be either the person imminently becoming eligible for Medicare, enrolled in Medicare, or their representative.
- e. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

- 20. Perform the following if subcontracting for HICAP program services:
 - a. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of the MOU.
 - b. Ensure all applicable provisions required within this Program Guide and the MOU are included in any subcontract entered into by the AAA to carry out the terms of this Program Guide and the MOU.
 - c. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The AAA shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 - d. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Program Guide and the MOU. [45 CFR 1321.11]

- e. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.

21. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Area Plan chapter of this Program Guide. [Welf. & Inst. Code § 9535(b)]

6.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this [Section 6.7.1](#) and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.
2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by the MOU:
 - a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.
 - i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated

using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

- 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 - ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
 - b. Fringe Benefits.
 - c. Contractual Costs - subcontract and consultant cost detail.
 - d. Allocated Direct Costs - requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - e. Rent - total costs.
 - f. Supplies – to include items below the \$5,000 property threshold.
 - g. Property - detailed descriptions and unit costs.
 - h. Staff Training – attendance cost for necessary training, specified for each fund source.
 - i. Travel (In State and Out of State) - mileage reimbursement rate, lodging, per diem and other costs.
 - j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.
3. The AAA shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Item 2 above.

6.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the AAA's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each

subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. AAAs requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

6.6 Program Specific Funds

6.6.1 Program Income

1. No Program Income is required under the terms and conditions of this Agreement.
2. No fees may be charged for services, although contributions or donations may be requested. Signs and literature about HICAP services may indicate that donations are welcome. HICAP clients are not to be pressured to make donations. All contributions or donations, either in cash or in goods and services, provided specifically to the HICAP, shall be spent on activities related to HICAP. Voluntary contributions received from a client or responsible party for services rendered by HICAP shall be reported as Program Income. (Applicable to HICAP program only.)

6.6.2 One-Time Only (OTO) Funds

OTO funds, if any, are non-transferable between funding sources and are to be used for the purposes for which they were originally allocated. This means that OTO funds can only be used in the program in which they were accrued.

6.6.3 Administration

AAA Administration shall be no more than ten percent (10%) of the total program allocation per term, as outlined on the budget display.

6.7 Program Specific Budget and Budget Revisions

1. The AAA shall submit electronically the original HICAP Budget thirty (30) days after budget displays have been released, unless otherwise instructed by CDA.

2. The AAA shall submit electronically a budget revision thirty (30) days after receiving an amended Budget Display with changes in funding levels, unless otherwise instructed by CDA.
3. The final date to submit a budget revision is sixty (60) days prior to the end of the budget period, unless otherwise specified by CDA. CDA will not accept any budget revisions after the budget period has expired. Budget periods associated with the MOU and this Program Guide are outlined within the HICAP budget display.
4. In the event that programs are changed from direct services to contracted services or contracted services to direct services, the AAA shall submit a revised budget to CDA, prior to implementation of said change.

6.7.1 Line Item Budget Transfers

The AAA may transfer funds between line items under the following terms and conditions:

1. The AAA shall submit a revised budget to CDA for any line item budget transfer of funds that is ten percent (10%) or more of the total budget.
2. The AAA shall maintain a written record of all budget changes and clearly document line item budget changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.

6.8 Payments

1. The AAA shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA.
2. Payments will be made to reimburse expenditures reported unless the AAA pre-selects and Advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as referenced on a budget display.
3. AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

6.9 Reporting

1. The AAA shall ensure, either as a direct services or contracted services HICAP, that program data is entered into the Statewide HICAP Automated Reporting Program (SHARP) in accordance with CDA requirements [Welf. & Inst. Code § 9541(c)(8)]. Data entered must be timely, complete, accurate, and verifiable.

- a. The AAA shall review and approve program performance data entered into SHARP.
- b. The AAA shall review and approve performance data, and submit programmatic data using SHARP for the reporting periods as follows:

Reporting Period	Due Date
April 1 – April 30	May 15
May 1 – May 31	June 15
June 1 – June 30	July 15
July 1 – July 31	August 15
August 1 – August 31	September 15
September 1 – September 30	October 15
October 1 – October 31	November 15
November 1 – November 30	December 15
December 1 – December 31	January 15
January 1 – January 31	February 15
February 1 – February 28	March 15
March 1 – March 31	April 15

2. The AAA, whether providing HICAP directly or through contracted service providers, shall train and orient staff regarding program data collection and reporting requirements. The AAA shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data. [45 CFR 1321.55(b)]

3. The AAA, whether providing HICAP directly or through contracted service providers, shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the strategies and use of resources to complete project goals as provided by CDA.

The AAA’s proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the AAA.

The CDA-approved HICAP Work Plan is hereby incorporated into the MOU by reference.

Requests to modify or amend the approved Work Plan may be made by either CDA or the AAA at any time. Modifications of the Work Plan shall be effective

upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

6.10 Transition Plans and Obligations Upon Termination

1. In the event of a change in a HICAP contracted service provider, the AAA shall assure that a subsequent HICAP contracted service provider is available to complete any open cases or transactions during the transition period. This shall include Medicare appeals and timelines with the Centers for Medicare & Medicaid Services or hearing officers.
2. The AAA shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or AAA's Notice of Intent to Terminate. The transition plan must be approved by CDA and shall at a minimum include the following:
 - a. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new provider.
 - b. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new provider.
 - c. A description of how clients will be notified about the change in and continuation of, their HICAP services.
 - d. A description of how communications with other HICAP sites, local agencies and advocacy organizations shall be made to assist in locating alternative services as needed.
 - e. A description of how community referral sources will be informed of the pending termination of this HICAP MOU or contracted service provider agreement and the transition and provision of services.
 - f. A description of how sensitive and confidential records will be transferred.
 - g. A description of adequate staff to provide continued service through the term of the existing agreement. [22 CCR 7206(e)(4)]
 - h. A plan to conduct a property inventory and transfer, or return to CDA all equipment purchased with HICAP funds as directed by CDA.
 - i. Additional information as necessary to effect a safe transition of clients from the outgoing AAA or Subcontractor to the new AAA or subcontractor.
3. The AAA shall require a contracted service provider, in the event of a change of a HICAP contracted service provider, either as a result of a routine procurement process or a subcontract termination, to submit a transition plan to the AAA upon written Notice of Termination by the AAA or Notice of Intent to

Terminate by the contracted service provider. The AAA shall submit the transition plan to CDA at least fifteen (15) days prior to the termination of the agreement, in accordance this section of the Program Guide. The transition plan must be approved by CDA prior to implementation.

4. The AAA shall implement the transition plan as approved by CDA.
5. CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

6.11 Closeout

1. All AAAs shall submit a Closeout Report to the Local Finance Bureau once per State Fiscal Year, covering the period of April 1st – March 31st.
2. Final expenditures must be reported to CDA in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous fiscal year funding period to the current fiscal year funding period.

7 MEDICARE IMPROVEMENTS FOR PATIENTS AND PROVIDERS ACT (MIPPA)

7.1 Introduction

The Medicare Improvements for Patients and Providers Act (MIPPA) of 2008 is a multi-faceted piece of legislation related to Medicare. One important provision of MIPPA is the allocation of federal funding (through Section 119) for State Health Insurance Assistance Programs (SHIPs), Area Agencies on Aging (AAAs), and Aging and Disability Resource Centers (ADRCs) to help low-income Medicare beneficiaries apply for programs that make Medicare affordable. In addition to SHIPs, AAAs, and ADRCs, Tribes can also receive small grants to do MIPPA outreach in their communities. MIPPA grants are administered by the U.S. Administration for Community Living (ACL).

MIPPA legislation also funds a National Center for Benefits Outreach and Enrollment, currently operated by NCOA.

7.2 Assurances

7.2.1 Order of Authority

This Program Guide is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018); reauthorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; (4) terms of conditions of the award.

By expending funds received under this award, the recipient commits to ensuring that it will carry out the project/program described in its approved state plan(s). Funds must be expended on the approved MIPPA plans; failure to do so will result in the disallowance of expenditures and require the return of all funds spent on inappropriate activities.

7.2.2 Audit Requirement

This Program Guide is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under Title 45 CFR Part 75. These requirements and additional terms and conditions can be found the ACL website:

<https://www.acl.gov/grants/managing-grant>

The AAA shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors.

The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living:

93.071 Priority Area 1: SHIPs, Priority Area 2: AAAs, Priority Area 3: ADRCs

Expenditures will also be identified separately by Catalog of Federal Domestic Assistance (CFDA) number as separate rows on Form SF-SAC. For questions and information concerning the submission process, please visit:

https://harvester.census.gov/facides/Files/2015_2018%20Checklist%20Instructions%20and%20Form.pdf

7.2.3 Products

At any phase of the project period, the AAA shall deliver to CDA, upon request, any materials, systems, or other items developed, refined, or enhanced under this Program Guide. The Recipient agrees that CDA and ACL shall have royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use and authorize others to use the items for federal or state government purposes.

7.2.4 MIPPA Product Disclaimer

The AAA shall assure that all MIPPA related public information materials include the appropriate MIPPA Product Disclaimer.

The AAA may select the appropriate Template Language that best corresponds with the AAA's, or sub-contractor's MIPPA contract allocation(s) and has been edited to replace each reference to "XX" with the appropriate corresponding figure.

1. Product Disclaimer Template Option 1:

"This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government."

2. Product Disclaimer Template Option 2:

This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

7.2.5 Whistleblower Protections

AAAs are hereby given notice that the 48 CFR Section 3.908, implementing Section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Program Guide.

7.2.6 United States v. Windsor

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013), Section 3 of the Defense of Marriage Act, codified at 1 U.S.C. Section 7. All contractors/subcontractors are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions, or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, AAAs/subcontractors must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

7.2.7 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The AAA shall assure, either as MIPPA direct services or contracted services, full compliance with 2 CFR 200.216. The AAA is prohibited from the direct or indirect use of funds to:

1. Procure or obtain; or
2. Enter into contract to procure or obtain; or
3. Extend or renew a contract to procure or obtain services, equipment or systems produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities. [Pub. L. 115-232, section 889]. The above prohibition includes video surveillance and telecommunications equipment produced by Hytera Communications.

Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, their subsidiaries, and affiliates.

7.2.8 Funding Restrictions

Funds may not be used for the following purposes:

1. Construction and/or major rehabilitation of buildings.
2. Basic research (e.g. scientific or medical experiments)
3. Continuation of existing projects without expansion or new and innovative approaches.
4. Meals are generally unallowable, except for the following:
 - a. When an organization customarily provides meals to employees working beyond the normal workday, as a part of a formal compensation arrangement, and
 - b. As part of a per diem or subsistence allowance provided in conjunction with allowable travel.

7.2.9 Cooperation with National Center for Benefits Outreach and Enrollment (NCBOE)

The AAA shall assure engagement in NCBOE peer learning opportunities, such as webinars and communities of practice.

7.2.10 Training

The AAA shall assure project staff maintain a comprehensive understanding of project expectations. This includes, but is not limited to attendance of CDA-hosted MIPPA meetings and/or trainings by service provider management staff and/or designees.

7.2.11 Connectivity

The AAA shall maintain the capability to send and receive e-mail communications and other information through the internet, including expanding/maintaining internet capability at the local program level. Counselors should have access to internet-based enrollment and counseling tools at the time and place of counseling.

7.3 Program Definitions

1. **Aging and Disability Resource Connection (ADRC):** a program that helps older adults and individuals with disabilities make informed decisions about their service and support options, and serves as a single point of entry to the long-term care system. Outside California, these programs are called Aging and Disability Resource Centers. The terms are used interchangeably in this agreement. ADRCs were established through a collaborative effort of the U.S. Administration for Community Living (ACL) and the Centers for Medicare & Medicaid Services.

2. **Eligible Service Population:** individuals defined as Medicare eligible beneficiaries likely to be qualified for Medicare Part D, the Low-Income Subsidy (LIS) Prescription Drug Program, and/or the Medicare Savings Programs (MSP).
3. **Enhanced Outreach:** outreach activities that include, but are not limited to, disease prevention and promoting wellness and are above and beyond routine activities planned in response to other funding (e.g., Basic State Health Insurance Assistance Program [SHIP] funds or Older Americans Act [OAA] outreach funds).
4. **Enrollment Assistance:** one-on-one assistance to beneficiaries completing and submitting LIS and MSP applications. Enhanced outreach alone does not meet the requirement for enrollment assistance.
5. **Enrollment Assistance Centers:** locations equipped and designated for LIS and MSP enhanced outreach and enrollment assistance that have been publicly advertised and identified for these purposes.
6. **Health Insurance Counseling and Advocacy Program (HICAP):** a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a statewide basis. [Welf. & Inst. Code §9541]
7. **Indirect Costs:** costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited without effort disproportionate to the results achieved.
8. **Low-Income Subsidy (LIS):** a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
9. **Medicare Improvements for Patients and Providers Act (MIPPA) of 2008:** legislation that amended Titles XVIII and XIX of the Social Security Act to extend expiring provisions under the Medicare program, to improve beneficiary access to preventive and mental health services, to enhance low-income benefit programs, and to maintain access to care in rural areas, including pharmacy access.
10. **Medicare Part D Low-Income Subsidy (LIS)/Extra Help:** a federal program that provides financial assistance with Part D premiums and cost sharing for eligible low-income Medicare beneficiaries.
11. **Medicare Prescription Drug Improvement and Modernization Act of 2003 (also known as the “Medicare Modernization Act” or “MMA”):** legislation that imposed the most sweeping changes to the Medicare program since its inception, including the addition of a prescription drug benefit through a new Medicare Part D.

12. **Medicare Savings Programs (MSP):** three programs that serve Medicare beneficiaries who do not qualify for full Medi-Cal: Qualified Medicare Beneficiaries, Specified Low-Income Medicare Beneficiaries, and Qualified Individuals. Beneficiaries enrolled in one of these Medicare Savings Programs automatically receive LIS.

13. **National Center for Benefits Outreach and Enrollment (NCBOE):** an organization that helps organizations enroll seniors and younger adults with disabilities with limited means into the benefits programs for which they are eligible so that they can remain healthy and improve the quality of their lives.

14. **Program Income:** revenue generated by the AAA or subcontractor from activities and services outlined within this Program Guide and the MOU. Program income is:

- a. Voluntary contributions received from a participant or responsible party as a result of the service(s).
- b. Income from usage or rental fees of real or personal property acquired with funds provided under the authority of this Program Guide and the MOU.
- c. Royalties received on patents and copyrights from Program Guide-supported activities.
- d. Proceeds from the sale of items fabricated under a contract agreement.

15. **Rural:** all territory, population and housing units not classified as urban. The rural classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

16. **State Health Insurance Assistance Program (SHIP):** a national program supported by the federal ACL that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.

17. **Urban:** all territory, population, and housing units in urban areas, which include urbanized areas and urban clusters. An urban area generally consists of a large central place and adjacent densely settled census blocks that together have a total population of at least 2,500 for urban clusters, or at least 50,000 for urbanized areas. Urban classification cuts across other hierarchies and can be in metropolitan or non-metropolitan areas.

7.4 Scope of Work

7.4.1 Program Provisions

1. The Scope of Work shall be performed by the AAA and/or its subcontractors, which may include, but not be limited to, the HICAP and the ADRC (where applicable). MIPPA Eligible Service Providers receiving one or more MIPPA Priority Area allocations are responsible for the corresponding Activities outlined below:
 - a. MIPPA Priority Area 1 (SHIP)
 - i. Eligible Service Providers: HICAP Service Provider, whether provided as a direct service or through a subcontractor.
 - ii. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive, wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
 - b. MIPPA Priority Area 2 (AAA):
 - i. Eligible Service Providers: AAA Programs, may include HICAP Service Providers.
 - ii. Activities: Must provide enhanced outreach to eligible Medicare beneficiaries regarding their preventive wellness, and limited income benefits; application assistance to individuals who may be eligible for LIS or MSPs; and outreach activities aimed at preventing disease and promoting wellness.
 - c. MIPPA Priority Area 3 (ADRCs):
 - i. Eligible Service Provider: Designated ADRCs, may include HICAP Service Providers serving the ADRC service area.
 - ii. Activities: Must provide outreach regarding Medicare Part D benefits related to LIS and MSPs, and conduct outreach activities aimed at preventing disease and promoting wellness.
 - d. All Priority Areas – SHIPs, AAAs, and ADRCs: Must conduct outreach activities aimed at preventing disease and promoting wellness.
2. All MIPPA contract and subcontract activities must be over and above those related activities provided through other funding sources (e.g., OAA funding and the basic federal SHIP/ State HICAP funds), and they must support attainment of performance objectives specified by the California Department of Aging (CDA) (available on the CDA website).

7.4.2 AAA Responsibilities

The AAA, directly or through coordination and collaboration with subcontractors, local aging network resources, and community partners shall:

1. Provide MIPPA Program Activities in the corresponding service area(s) where MIPPA Priority Area 1 (AAA), MIPPA Priority Area 2 (SHIP), and MIPPA Priority Area 3 (ADRC) funding has been allocated. For MIPPA Priority Area 3 (ADRC) allocation, program activities must be provided in the corresponding ADRC service area as indicated in the Budget Display.
2. Provide to CDA for approval, a detailed MIPPA Work Plan (CDA 7001M) that outlines the AAA's and subcontractors' (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The proposed MIPPA Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the AAA.

The CDA-approved MIPPA Work Plan is hereby incorporated by reference as part of this Program Guide.

Requests to modify or amend the approved Work Plan may be made by either CDA or the AAA at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

3. Prepare and submit MIPPA-related budget(s) and budget reports as specified by CDA. In addition, the Contractor shall review, approve, and monitor all MIPPA-related budgets, expenditures and revisions of subcontractors including, but not limited to, HICAP(s) and ADRC(s) (where applicable).
4. Monitor, on an ongoing basis, all use of MIPPA funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the MIPPA funds are administered in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved [2 CFR Section 200.328]. Program and fiscal monitoring shall be performed during the term of this Agreement.
5. Evaluate each subcontractor's risk of noncompliance with federal statutes, regulations, and the terms and conditions of this Program Guide and the MOU for purposes of determining the appropriate subcontractor monitoring as required under 2 CFR Section 200.331(b), which may include consideration of such factors as:
 - a. Prior experience with the same or similar subcontracts;
 - b. Results of previous audits including whether or not the Subcontractor receives a Single Audit in accordance with 2 CFR Part 200,

Subpart F—Audit Requirements, and the extent to which the same or similar subcontract has been audited as a major program;

- c. Whether the Subcontractor has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the Subcontractor also receives federal awards directly from a federal awarding agency).
6. Consider imposing specific conditions as described in 2 CFR Section 200.207 upon a subcontractor with a history of failure to comply with general or specific terms and conditions of a federal award or failure to meet expected performance goals of the Program Guide.
 7. Monitor the activities of the Subcontractor as necessary to ensure that funding is used solely for authorized purposes in compliance with federal statutes, regulations, and the terms and conditions of this Program Guide and the MOU; and that performance objectives are achieved.
 8. The AAA, while monitoring the Subcontractor, must:
 - a. Review required financial and programmatic reports.
[2 CFR Section 200.302]
 - b. Follow-up and ensure that the Subcontractor takes timely and appropriate action on all deficiencies pertaining to funds awarded to perform MIPPA services through this Program Guide and MOU detected through audits, on-site reviews, and other means.
 - c. Issue a management decision for audit findings pertaining to the funds awarded to perform MIPPA services through this Program Guide and MOU as required by 2 CFR Section 200.521.
 9. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions.
 10. Maintain and distribute up-to-date CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
 11. Prepare and submit the Budget to the CDA Local Finance Bureau, as referenced in [section 7.5](#), Budget and Budget Revisions, of this Program Guide.

7.4.3 Performance Measures

The AAA shall collect, track, and report on all aspects of MIPPA activities specified in [Section 7.8](#), of this Program Guide. MIPPA related activities that are measured through federal MIPPA Performance Measures, include:

1. The number of counseling services for beneficiaries under 150% of the Federal Poverty Level
2. The number of persons reached through interactive presentations, booth/exhibits, mobile info vans, and enrollment events
3. The number of counseling services for beneficiaries in Target Beneficiary Groups (Under 65, Rural, Native American, English as a Secondary Language)
4. The number of counseling services where applications were submitted for Limited Income Subsidy (LIS)/Extra Help and Medicare Savings Programs (MSPs)

7.4.4 Other Provisions and Assumptions

1. AAA, ADRCs, and HICAPs may subcontract enhanced outreach activities to other community-based organizations as necessary, in accordance with [Section 3.2.2](#).
2. The AAA, whether providing services directly or through a subcontract, shall ensure:
 - a. Services are provided to the Eligible Service Population as defined.
 - b. As applicable, compliance with standards and guidelines for procurement of supplies, equipment, and services as provided in 2 CFR 200 Subpart D, Procurement Standards.

7.5 Budget and Budget Revisions

1. The AAA shall be compensated for expenses only as itemized in the approved Budget with the exception of line item budget transfers as noted in this Program Guide and shall not be entitled to payment for these expenses until the MOU is approved and executed by CDA. The approved budget is hereby incorporated by reference into the MOU.
2. The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The AAA's budget shall include, at a minimum, the following items when reimbursable under the legal authority provided by this Program Guide and the MOU:
 - a. Personnel Costs – annual full time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
 - i. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - 2) Be incorporated into the official records of the non-federal entity;
 - 3) Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - 4) Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - 5) Budget estimates (i.e. estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
- ii. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- b. Fringe Benefits.
 - c. Contractual Costs - subcontract and consultant cost detail.
 - d. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. OR Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
 - e. Rent – total costs
 - f. Supplies – to include items below the \$5,000 property threshold.
 - g. Property - detailed description and total costs.
 - h. Travel (In State and Out of State) - mileage reimbursement rate, lodging, per diem and other costs.
 - i. Staff Training – attendance costs for necessary training, specified for each fund source.

- j. Other Costs - facilities, operating expenses, and other ordinary and necessary costs.
3. The AAA shall ensure that the subcontractor shall submit a budget, which shall be incorporated by reference into the subcontract and will have, at a minimum, the categories listed in Item 2. above.
4. The AAA shall submit a revised budget to CDA when one or the cumulative line item budget transfers exceed ten percent (10%) of the total budget for each sub-cost category
5. The AAA shall maintain a written record of all budget changes and clearly document line item changes. The records shall include the date, amount and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records.
6. Unless otherwise specified by CDA, the final budget revision must be submitted at least sixty (60) days prior to the ending date of the budget period, as outlined on the program Budget Display.
7. The budget is due electronically to the Local Finance Bureau no later than thirty (30) days from the date of the transmission of the Budget Display and MOU.
8. Funds made available under this Program Guide and the MOU shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

7.5.1 Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the AAA's and/or Subcontractor's modified total direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)].
2. AAAs requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

"Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

7.6 Program Specific Funds

1. Program Income

No Program Income is required under the terms and conditions of this Program Guide and the MOU.

2. Matching Contributions

No match is required under the terms and conditions of this Program Guide and the MOU.

3. Administration

AAA Administration shall be no more than ten percent (10%) of the total program allocation.

4. Property

Property with per unit cost over \$5,000 or any reportable property as outlined in the property section of this guide, regardless of cost, requires justification from the AAA and approval from CDA. Property must be included on and will be approved via an approved MIPPA Budget.

7.7 Payments

The State shall reimburse the AAA with MIPPA funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Program Guide and the MOU. The following process applies to all funding with this Program Guide and the MOU:

1. The AAA shall submit monthly expenditures in an electronic format, utilizing the CDA's online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
2. Payments will be made to reimburse monthly expenditures reported unless the AAA pre-selects an advanced method and provides a justification explaining the need for an advance on the budget form at the beginning of a new funding term, as reference on the budget display.
3. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the AAA of any disputed expenditures.
4. The AAA shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
5. Upon written request by CDA, AAA must submit additional documentation or justification to support the reported expenditures.

6. The AAA shall be charged \$75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - a. If the MOU is executed late to no fault of CDA then the AAA may be liable for the incurred processing fees.
 - b. If the MOU is executed late due to CDA's handling, then CDA shall cover the incurred processing fees.
7. The AAA shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

7.8 Reporting

1. Data Reporting and Collection
 - a. The AAA is required to collect and report data as specified by CDA for work completed by the AAA and the ADRC (where applicable). Refer to:
https://aging.ca.gov/Providers_and_Partners/Health_Insurance_Counseling_and_Advocacy_Program/#pp-mippa for reporting guidance.
 - b. The AAA shall ensure participating HICAPs report work completed under the Agreement using the Statewide HICAP Automated Reporting Program (SHARP).
 - c. The AAA shall ensure that all performance data is submitted according to CDA-approved reporting procedures and timelines and is timely, complete, accurate, and verifiable.
 - d. CDA reserves the right to modify performance reporting terms and conditions to ensure compliance with federal government guidelines and requirements.
2. Narrative Reports
 - a. Narrative reports are due to CDA at dates to be specified by CDA.
 - b. All narrative reports shall specify how the contract funds were used, progress to date in achieving MIPPA Work Plan objectives, barriers encountered, and steps taken to overcome these barriers.

7.9 Transition Plans and Obligations Upon Termination

In the event of a change in subcontractors during the term of the MOU, the AAA shall assure that a subsequent subcontractor is available to complete any open cases or transactions during the transition period. This shall include all requirements specified this Program Guide and the MOU.

7.9.1 Transition Plan

The AAA shall submit a transition plan to CDA for approval within fifteen (15) days of a written Notice of Termination by CDA or Notice of Intent to Terminate by the AAA or subcontractor. The transition plan must be approved by CDA prior to implementation and shall at a minimum include the following:

1. A description of how open or active counseling and legal cases (if applicable) shall be transitioned to the new AAA or Subcontractor.
2. A description of how names, addresses, and telephone numbers of current clients will be handled and transferred to the new AAA or Subcontractor.
3. A description of how clients will be notified about the change and how their services will be continued.
4. A description of how communications with other HICAP sites, ADRCs (where applicable), local agencies and advocacy organizations may be made to assist in locating alternative services as needed.
5. A description of how community referral sources will be informed of the change of AAA or subcontractor and the continuation of services.
6. A description of how sensitive, confidential records, including personal health information, will be transferred to ensure adequate protection of the records.
7. A description of the qualifications of the requisite staff that would ensure continued provision of services through the term of the existing MOU.
8. A plan that specifies a timeline for the transition.
9. A plan to conduct a property inventory and transfer, or return to the CDA, all equipment purchased with these Program funds as directed by CDA.
10. Additional information as necessary to effect a safe transition of clients from the outgoing AAA to the new AAA.

The AAA shall implement the transition plan as approved by CDA.

CDA will monitor the AAA's progress in carrying out all elements of the transition plan.

7.10 Closeout

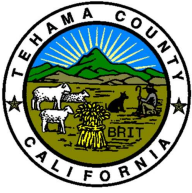
1. The MIPPA Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the CDA Local Finance Bureau. All AAAs are required to submit Closeout Reports with actual expenditures, electronically, as instructed by CDA..

2. All AAAs are required to submit a Program Property Inventory Certification annually, at the time of closeouts, to Property@aging.ca.gov or as instructed by CDA.

3. Final expenditures must be reported to CDA in accordance with allocations and funding periods specified in the budget display. If the expenditures reported by the AAA exceed the advanced amount, CDA will reimburse the difference to the AAA up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the AAA are less than the advanced amount, CDA will invoice the AAA the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 calendar days from the date on the invoice.

If payment is not received within 30 calendar days, CDA will collect payment from upcoming disbursements. To account for the collected funds from the outstanding invoice, the AAA will need to adjust records to move the funds already on hand from the previous year's contract to the current contract period.



Tehama County

Agenda Request Form

File #: 25-0139

Agenda Date: 2/11/2025

Agenda #: 9.

SOCIAL SERVICES / HEALTH SERVICES AGENCY

Requested Action(s)

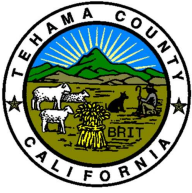
a) AGREEMENT - Request approval and authorization for the Social Services Director and the Health Services Agency Executive Director to sign the Interagency Memorandum of Understanding to provide home visiting services to CalWORKs eligible families in an amount not to exceed \$185,004.12, effective 1/1/25 through 6/30/25

Financial Impact:

Funding for this program is anticipated in the FY 2024/25 budget, account 5013-53230, Professional and Special Services. These activities are funded with federal and state CalWORKs Home Visiting Program (HVP) funding. There is no impact on the County General Fund.

Background Information:

This is a contract renewal. The CalWORKs Home Visiting Program (HVP) uses the Healthy Families America evidence-based home visiting model to support positive healthy development and well-being outcomes for pregnant and parenting women, families, and infants born into poverty. Tehama County Health Services Agency will provide screening, assessments, and home visiting services to voluntary CalWORKs Assistance participants who are pregnant, first-time parents, or who care for relatives less than 24 months of age.



Tehama County

Agenda Request Form

File #: 25-0162

Agenda Date: 2/11/2025

Agenda #: 10.

TEHAMA COUNTY LOCAL CHILD CARE PLANNING COUNCIL

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) 2025 membership

Financial Impact:

There is no direct financial impact to 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	
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	
ADDRESS	PHONE NUMBER
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APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
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		
[REDACTED]		
APPOINTMENT DATE 04/05/2022	APPOINTMENT DURATION 3 years	
NAME OF REPRESENTATIVE Kristina Johnson		
[REDACTED]		
APPOINTMENT DATE 04/24/2023	APPOINTMENT DURATION 3 years	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
ADDRESS		PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION	
NAME OF REPRESENTATIVE		
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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	
[REDACTED]	
APPOINTMENT DATE 02/28/2023	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE Loreina Santana	
[REDACTED]	
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
APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
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	
APPOINTMENT DATE 04/30/2024	APPOINTMENT DURATION 3 years
NAME OF REPRESENTATIVE Vacant	
ADDRESS	PHONE NUMBER
APPOINTMENT DATE	APPOINTMENT DURATION
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APPOINTMENT DATE	APPOINTMENT DURATION
NAME OF REPRESENTATIVE	
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 Lisa Matheson	
[REDACTED]	
APPOINTMENT DATE 01/27/2009	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
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NAME OF REPRESENTATIVE	
ADDRESS	PHONE NUMBER
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 _____, 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
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Authorized Representative – County Superintendent of Schools

SIGNATURE	DATE	PHONE NUMBER
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Local Child Care Planning Council Chairperson

SIGNATURE	DATE	PHONE NUMBER
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Tehama County

Agenda Request Form

File #: 25-0189

Agenda Date: 2/11/2025

Agenda #: 11.

APPROVAL OF MINUTES

Requested Action(s)

- a) Waive the reading and approve the minutes of the regular meeting held
- 1) 1/14/25
 - 2) 1/28/25

Financial Impact:

None.

Background Information:



Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, 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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

Chairman Hansen presided. Present in the chambers were Clerk of the Board Sean Houghtby by Deputy Ana Valadez, County Counsel Margaret Long, and Chief Administrator Gabriel Hydrick.

PUBLIC COMMENT

A resident led prayer and thanked the Board for letting the callers be heard.

A representative from One Seed at a Time presented information on planting 5,000 fruit trees in Tehama County and asked Supervisors to contact him if they knew of locations in their districts that would like trees.

A resident commented on the chaos of the 1/7/25 meeting and demanded accuracy of all the facts and invited Board members to the Lake California POA meetings.

A resident requested the minutes be put back on regular agenda and commented on the ad hoc committees and budget.

A resident discussed a scheme to limit public involvement in government, the reduction of ad hoc committees and not receiving a new voter registration card

A resident commented on the quick response regarding the Groundwater Commission application posting and complimented staff on their efforts.

A resident encouraged the Board members to do their best.

A resident commented on the Board's individual duty and why they were voted in.

Chairman Hansen announced the Veterans Stand Down event on 1/24/25 at the Glenn County Fairgrounds.

ANNOUNCEMENT OF AGENDA CORRECTIONS

The clerk announced Air Pollution Control District Consent Item #10 will be heard after Air Pollution Control District Regular item #14 and Regular items #18 and #19 will be heard after.

In addition, the clerk announced Regular Items #22-27 are time certain for 1:30 pm.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

40. CLOSED SESSION 24-2298 a) PERSONNEL/PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part One of the Chief Administrator Annual Performance Evaluation Process.

Report Out: Continue evaluation for 6 months.

41. CLOSED SESSION 24-2299 a) CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION (54956.9 (d) (2)) (one case).

Report Out: No reportable action.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Fire Committee (Standing) (Vacant, Hansen) - Not met.

Public Works Committee (Standing) (Vacant, Nolen) - Meets 1/15/25.

Veterans Hall Advisory Committee (Standing) (Vacant) - None.

Public Safety Tax Initiative Working Group: (Hansen, Vacant) - Not met.

Personnel Procedures & Guidelines Ad Hoc Committee: (Hansen, Vacant) - Not met.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - None.

Supervisor Burroughs - Veteran's meeting and attended the Brown Act training.

Supervisor Walker - None.

Supervisor Nolen - None.

Chairman Hansen - RCRC.

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Child Support Services Director Tonya Moore announced a statewide disruption for child support payments and noted the payment kiosk is closed.

Mrs. Moore discussed the customer service being provided by the department and stated she will update the Board when the outage is resolved.

In response to Chairman Hansen, Mrs. Moore stated child support is due the last day of the month and payments can be made by mail.

Fire Chief Monty Smith gave an update on the southern California fires and announced there will be a presentation on 1/28/25 by Dynamic Planning on the Multi-Jurisdiction Hazard Mitigation Plan.

Air Pollution Control District Officer Joe Tona gave an update on the Community Air Protection Program and the workshop being hosted on 1/31/25 at 11 a.m.

Health Services Agency Executive Director Jayme Bottke announced every two years counties conduct field surveys of homeless in their communities and encouraged volunteers to register to participate in the 1/24/25 Tehama County PIT count at www.tehama.coc.org.

In response to Supervisor Hansen, Mrs. Bottke confirmed they are looking for volunteers and challenged Department Heads to allow staff to participate.

In response to Supervisor Burroughs, Mrs. Bottke confirmed cars are not suitable to live in.

Flood Control Deputy Director Justin Jenson gave an update on the publication for Groundwater Commission applications and apologized for the publication not occurring.

Public Works Director Jim Simon apologized for their mistake and clarified the legal notice has been published in the Corning and Red Bluff newspapers, on social media and their website.

Sheriff Dave Kain announced the Stryker Lift System has been ordered and has been used in the coroner's vehicle to reduce possible injury to staff.

In addition, Mr. Kain discussed the reclassification of positions and requests for this to be a possible agenda item.

CONSENT AGENDA

Motion made by Supervisor Burroughs to bring back agenda item #14 from the 1/7/25 meeting.

County Counsel Margaret Long clarified this would be a motion to suspend rules and to reconsider which requires a 4/5 vote.

Motion made by Supervisor Burroughs to suspend rules and to reconsider approval of the consent item #14 from the 1/7/25 meeting. Seconded by Supervisor Nolen.

Discussion took place regarding Rosenberg's versus Robert's Rules of Order.

Supervisor Burroughs discussed his unfamiliarity with the rules and after clarification, withdrew his motion.

Motion by Supervisor Nolen to move forward with the consent agenda items. Seconded by Supervisor Jones.

Approval of the Consent Agenda.

A motion was made by Vice Chair Nolen, seconded by Supervisor Jones, to approve the Consent Agenda. The motion carried by the following vote:

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

1. **GENERAL WARRANT REGISTER - 12/22/24 - 12/28/24** **24-2350**

2. **ADMINISTRATION / PURCHASING** **24-2364**

a) Declare the following vehicle to be surplus County property:

- 1) SHERIFF - 1999 FORD CROWN VICTORIA, VIN #2FAFP71W6XX149760, County Inventory #21067, Stock #812
- 2) SHERIFF - 2007 FORD EXPEDITION EL, VIN #1FMFK16507LA99582, County Inventory #27016, Stock #603
- 3) SHERIFF - 2009 FORD EXPEDITION, VIN #1FMFU16539EA96998, County Inventory #28294, Stock #981
- 4) SHERIFF - 2013 FORD EDGE, VIN #2FMDE4GC7DBA59758, County Inventory #29111, Stock #599
- 5) SHERIFF - 2013 FORD EXPLORER, VIN #1FM5K8AR0DGC30710, County Inventory #30046, Stock #754
- 6) SHERIFF - 2013 FORD EXPLORER, VIN #1FM5K8AR9DGC30706, County Inventory #30047. Stock #755
- 7) SHERIFF - 2009 FORD ESCAPE, VIN #1FMCU493X9KD10448, County Inventory #33949, Stock #520
- 8) SOCIAL SERVICES - 2005 FORD FOCUS, VIN #1FAFP34N75W194288, County Inventory #25519, Stock #546
- 9) SOCIAL SERVICES - 2013 DODGE AVENGER, VIN #1C3CDZAB5DN766941, County Inventory #30304, Stock #267
- 10) COMMUNITY ACTION AGENCY - 2008 CHEVROLET UPLANDER, VIN #1GN DU23W88D158163, County Inventory #25852, Stock #860
- 11) AG EXTENSION - 2000 GMC 7 PASSENGER VAN, VIN #1GKDM19WXYB533044, County Inventory #20432, Stock #779
- 12) FIRE - 1989 FORD 8000, VIN #1FDYD80U3KVA60395, County Inventory #30968, Stock #05-C-32
- 13) FIRE - 1989 FORD 8000, VIN #1FDXD80U7HVA61411, County Inventory #30967, Stock #05-C-31
- 14) FIRE - 1993 FORD F350, VIN #2FTHF36G9PCB49484, County Inventory #19123, Stock #03-C08
- 15) PROBATION - 2006 FORD FREESTAR, VIN #2FMZA51626BA47846, County Inventory #25776, Stock #338

b) Authorization for Administration/Purchasing to dispose of the property in the manner that provides the highest possible return to the County.

3. **COMMITTEES & COMMISSIONS - Community Action Agency** **24-2319**

Tripartite Board

a) One appointment to replace Robert Christison as Public-City of Tehama representative for No Set Term on the Community Action Agency Tripartite Board (Interested person: Sandra Harp).

4. **DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES** **24-2219**

a) DONATION - Approval and authorization for the Director of Animal Services to accept the following monetary and property donations to the Tehama County Animal Care Center:

- 1) \$1,800 from Keli Barzin to medical donation fund for heartworm treatment
- 2) \$1,873.77 from Keli Barzin to medical donation
- 3) \$750 from Sacramento River Discovery Center to medical donation fund for "Rocky" the Park Fire dog
- 4) \$500 from The Michael & Juanita Rajanen Trust to medical donation fund
- 5) \$1,000 from Penelope Costa to medical donation fund
- 6) \$500 from Petco Love to medical donation fund
- 7) \$1,711 from Barbara Saunders to medical donation fund
- 8) \$932 from Community Foundation of the North State to S/N fund
- 9) \$1,540 from Crash Fund to S/N fund
- 10) Property donation from Barbara O'Coy of Pill Pockets, Toys, Peanut Butter, Nylabones and Slow Feeders, valued at \$500

5. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT 24-2342

a) RESOLUTION - Adoption of a resolution approving the extension of the Tehama County Abandoned Vehicle Abatement Service Fee until 3/31/35.
Enactment No: RES NO. 2025-002

6. HEALTH SERVICES AGENCY / PUBLIC HEALTH 24-2355

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with 34 Strong, Inc. for the purpose of providing strategic planning consultation services with a maximum compensation amount not to exceed \$73,275, effective 1/14/25 and shall terminate on 6/30/25 (*subject to receipt of required insurance documentation*).

Enactment No: MISC. AGR 2025-011

7. HEALTH SERVICES AGENCY / MENTAL HEALTH 24-2359

a) AGREEMENT- Approval and authorization for the Executive Director and Chairperson to sign Amendment No.1 with the California Mental Health Services Authority (CalMHSA) (Misc. Agree. #2023-315) for the purpose of participating in their Training and Credentialing Courses program with maximum compensation not to exceed \$3,120, thereby amending the end term date to 3/25/27.

Enactment No: MISC. AGR 2025-012

8. HEALTH SERVICES AGENCY / MENTAL HEALTH 24-2360

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with SacValley Medshare for the purpose of operating an electronic health information exchange, with a maximum compensation amount not to exceed \$69,500, effective 12/20/24 and shall terminate on 12/31/26 (*subject to receipt of required insurance documentation*).

Enactment No: MISC. AGR 2025-013

9. APPROVAL OF MINUTES 25-0002

a) Waive the reading and approve the minutes of the regular meeting:

- 1) 10/15/24 Special Meeting
- 2) 11/5/24

9:46 A.M. RECESS to convene as the Tehama County Air Pollution Control District

CONSENT

Approval of the Consent Agenda.

A motion was made by Supervisor Walker, seconded by Vice Chair Nolen, to approve the Consent Agenda items 11-14. The motion carried by the following vote:

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

11. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT 24-2305

a) AGREEMENT - Approval and authorization for the Air Pollution Control Officer to sign the Carl Moyer Off Road Equipment Replacement Program Agreement with Green Valley Tractor, Inc, effective upon execution by both parties and terminates on 12/31/27.

Enactment No: MISC. AGR 2025-015

12. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT 24-2304

a) AGREEMENT - Approval and authorization for the Air Pollution Control Officer to sign the 2nd amendment with Crain Farming Operations, LLC (Misc. Agree #2024-104, amended 6by Misc. Agree. #2024-280), thereby decreasing the maximum grant incentive amount from \$47,986 to 46,302 and decreasing the recapture amount from \$39.98/hr to \$38.58.

Enactment No: MISC. AGR 2025-016

13. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT 24-2303

a) AGREEMENT - Approval and authorization for the Air Pollution Control Officer to sign the Woodsmoke Reduction Program Retailer Agreement with Redding Heating & Air Conditioning 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 2025-017

REGULAR

**14. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air 24-2274
Pollution Control Officer Joseph Tona**

a) AGREEMENT - Approval and authorization for the Air Pollution Control Officer to accept and sign the Greenhouse Gas Emission Standards for Crude Oil and Natural Gas Facilities- Implementation and Enforcement Grant Award Agreement from the California Air Resources Board (CARB) in the amount of \$15,000, effective 1/1/25 through 12/31/25.

Air Pollution Control Officer Joe Tona provided background information on CARB's leak detection and repair program.

In response to Supervisor Walker, Mr. Tona stated there are 5 to 10 facilities and includes the piping to the compression station in Gerber.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No. MISC. AGR 2025-018

10. CONSENT / TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT 24-2351

a) AGREEMENT - Approval and authorization for the Air Pollution Control Officer to sign a Carl Moyer Low-Emission Equipment Incentive Program Agreement with Tehama County Department of Agriculture in the amount of \$56,730, effective upon execution by both parties and terminating three years from the date of installation.

Air Pollution Control Officer Joe Tona announced he reached out to the Agriculture Department to deploy a solar charging station.

Agricultural Commissioner Tom Moss stated there was a similar agreement to obtain a solar charging station that is still in use.

In response to Chairman Hansen, Mr. Moss stated employees and the public can use the charging station.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-014

9:52 A.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

REGULAR AGENDA

18. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 24-2214

Thomas Moss

a) TRANSFER OF FUNDS - AG COMMISSIONER, B-25 - From Other Government Agencies (2061-450740) to Contingency (1109-59000), \$6,699.30; and From Contingency (1109-59000) to Fixed Assets - Special Dept. Equipment (2061-57608), \$6,699.30. **(Requires 4/5's vote)**

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

19. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 24-2353

Thomas Moss

a) Confirmation of the application that was submitted on 12/20/24, by the Agricultural Commissioner to apply for the Carl Moyer Low-Emission Equipment Incentive Program in the amount of \$75,641.30.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) AGREEMENT- Approval and authorization for the Agricultural Commissioner to sign a Carl Moyer Low-Emission Equipment Incentive Program Agreement with Tehama County Air Pollution Control District in the amount of \$56,730, effective upon execution by both parties and terminating three years from the date of installation.

Supervisor Nolen congratulated Air Pollution Control Officer Joe Tona on being the President of the Air Pollution Control Officers of the State of California.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No. MISC. AGR 2025-019

15. EMPOWER TEHAMA - Executive Director Daniel Buchanan 24-2357

a) PROCLAMATION - Adoption of a proclamation proclaiming January 2025 as Human Trafficking Prevention and Awareness Month.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) PROCLAMATION - Adoption of a proclamation proclaiming January 2025 as Stalking Awareness Month.

Empower Tehama Executive Director Daniel Buchanan read the proclamation for stalking awareness.

Supervisor Burroughs encouraged the County to follow up with potential red flags and be part of Empower Tehama.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

**16. RESOURCE CONSERVATION DISTRICT OF TEHAMA COUNTY - 24-2363
District Manager Jon Barrett**

a) Approval and authorization for the Chairman to sign a letter to the California Department of Forestry and Fire Protection in support of Crane Mills Upper Fish Creek Restoration Project and their proposal for the CAL FIRE Forest Health Grant Program.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

17. HEALTH SERVICES AGENCY / PERSONNEL - Executive Director 24-2356

Jayne Bottke

a) Approval of the new classification specification of Epidemiologist, within the Joint Council bargaining unit, effective 1/14/25.

Health Services Agency Executive Director Jayme Bottke provided information regarding the need for an Epidemiologist and discussed the California Department of Public Health (CDPH) requirement.

In response to a resident, Mrs. Bottke stated this position is a requirement by CDPH.

In response to residents, Ms. Bottke discussed the approved ongoing grant funding for the position, including the salary.

Chairman Hansen noted there was a comparative study done for this position.

Chairman Hansen closed public comment at 10:12 A.M.

In response to Supervisor Burroughs, Mrs. Bottke discussed the cost of Shasta County, which is a portion of a contract for emergency services.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) RESOLUTION - Adoption of a resolution amending Resolution 2024-080, the FY 2024/25 Position Allocation List (PAL), by adding 1.00 FTE Epidemiologist allocation, effective 1/14/25.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No. RES NO. 2025-003

20. SHERIFF'S OFFICE - Sheriff Dave Kain 24-2326

a) TRANSFER OF FUNDS: COPS, B-23 - From Citizen Option-Pub Safety (2027-460621) to Contingency (2002-59000), \$30,000; and From Contingency (2002-59000) to Internal Assets (2027- 53800), \$13,142.49 and to Equipment (2027-57600),

\$16,857.51. **(Requires 4/5's vote).**

Sheriff Dave Kain discussed the transfer of COPS grants monies and the upgrades.

In response to Supervisor Burroughs, Mr. Kain discussed the COPS Board consists of department heads and city leaders.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

21. SHERIFF'S OFFICE - Sheriff Dave Kain 24-2328

a) TRANSFER OF FUNDS: SHERIFF, B-24 - From Insurance Settlements (2032-471126) to Contingency (2002-59000) \$3,084.42; and From Contingency (2002-59000) to Maintenance of Equipment (2032-53170), \$3,084.42. **(Requires 4/5's vote).**

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

28. COMMITTEES & COMMISSIONS - Board of Supervisors 25-0009

a) 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 2024-2025 term, effective 1/14/2025.

Motion made by Supervisor Jones to appoint Supervisor Nolen as the primary representative and Supervisor Walker as the alternate. Seconded by Supervisor Burroughs.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

29. COMMITTEES & COMMISSIONS - Board of Supervisors 24-2370

a) TEHAMA COUNTY DISASTER COUNCIL - One appointment to be Chairperson of the Board (Incumbent: Leach).

Motion made by Supervisor Nolen to appoint Chairman Hansen as the Tehama County Disaster Council. Seconded by Supervisor Walker.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

30. COMMITTEES & COMMISSIONS - Board of Supervisors 24-2371

a) FOREST MANAGEMENT TASK FORCE - One Board member representative and one alternate for No Set Term (Incumbent: Hansen / Alternate: Nolen).

Motion made by Supervisor Nolen to appoint Supervisor Walker as the primary representative and Supervisor Nolen as the alternate. Seconded by Supervisor Burroughs.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

31. COMMITTEES & COMMISSIONS - Board of Supervisors 24-2373

a) Board discussion and possible action regarding the Board Committees and Commissions annual appointments (all terms to expire 1/7/25 unless otherwise noted):

1) DOWNTOWN RED BLUFF BUSINESS ASSOCIATION - One appointment to be the Chairperson of the Board or their designee and one Board member as alternate (Incumbent: Carlson / Alternate: Leach).

2) FEMA ADVISORY BOARD - One Board member representative - *usually the representative who is the current appointee to the CAA Tripartite Advisory* (Incumbent: Nolen).

3) LOCAL TRANSPORTATION COMMISSION / TEHAMA COUNTY TRANSIT AGENCY BOARD - Three Board members representatives (Incumbents: Hansen, Nolen and Moule).

4) SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL - Two Board members representatives (Incumbent: Carlson and Leach).

5) NORTHERN RURAL TRAINING & EMPLOYMENT CONSORTIUM (NorTEC) - One Board member appointment as Director and one Board member as alternate (Incumbent: Nolen / Alternate: Carlson).

6) SACRAMENTO VALLEY BASIN-WIDE AIR POLLUTION CONTROL COUNCIL - One Board member representative and one Board member as an alternate (Incumbent: Nolen / Alternate: Carlson).

7) NATIONAL ASSOCIATION OF COUNTIES(NACo) - One Board Member Representative (Incumbent: Carlson / Alternate: Nolen).

Motion made by Supervisor Nolen to appoint 1) Supervisor Walker as primary and Supervisor Nolen as alternate for the Downtown Red Bluff Business Association 2)

Supervisor Nolen for the FEMA Advisory Board 3) Supervisors Burroughs, Walker and Jones for the Local Transportation Commission / Tehama County Transit Agency Board 4) Supervisors Jones and Burroughs for Social Services Transportation Advisory Council 5) Supervisor Jones as primary and Supervisor Nolen as alternate for Northern Rural Training & Employment Consortium (NorTEC) 6) Supervisor Nolen as primary and Supervisor Jones as alternate for Sacramento Valley Basin-Wide Air Pollution Control Council 7) Supervisor Nolen as primary and Supervisor Burroughs as alternate for National Association of Counties (NACo). Seconded by Supervisor Jones.

Supervisor Nolen stated TCTC is a Monday meeting and would like to stay on the committee.

Clerk and Recorder Sean Houghtby, clarified Social Services Transportation Advisory Council and TCTC cannot have the same members.

Motion by Supervisor Nolen to modify section 3 to replace Supervisors Burroughs and Jones with Nolen and Hansen and amend section 2 to replace Supervisor Nolen with Supervisor Burroughs. Seconded by Supervisor Jones.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

32. COMMITTEES & COMMISSIONS - Board of Supervisors

24-2372

a) Board discussion and possible action regarding appointments to Board Standing Committees and Board Ad Hoc Committees:

1) BOARD STANDING COMMITTEE APPOINTMENTS:

a) FIRE (Incumbents: Leach and Hansen).

1. Disband the committee as per the Department's recommendation

OR

2. Appoint new Board representatives

Chairman Hansen provided an update on the last Fire Committee meeting and if there was any value in maintaining this committee.

Fire Chief Monty Smith provided information on the Fire Committee meetings and would be more beneficial to present at a BOS meeting.

Discussion was held regarding the pros and cons of maintaining the Fire Committee.

Motion made by Supervisor Walker to disband the Fire Committee. Seconded by Supervisor Nolen.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) PUBLIC WORKS (Incumbents: Leach and Nolen).

Motion made by Supervisor Nolen to appoint Chairman Hansen and Supervisor Walker to the Public Works Committee. Seconded by Supervisor Jones.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

c) PUBLIC SAFETY TAX INITIATIVE WORKING GROUP (Incumbents: Hansen and Moule).

Motion made by Supervisor Nolen to appoint Chairman Hansen and Supervisor Jones to the Public Safety Tax Initiative Working Group. Seconded by Supervisor Jones.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

d) VETERANS HALL (Incumbents: Carlson and Leach)

Administrative Services Director Tom Provine provided update on yesterday's Veterans Hall's Ad Hoc meeting.

In response to Supervisor Nolen, Mr. Provine discussed why the Ad Hoc Committee is not necessary.

Supervisor Burroughs commented on the importance for veterans to have a voice and to keep track of the dollars being expended in Corning.

In response to Supervisor Burroughs, Mr. Provine discussed how the committee meets quarterly and the membership will not change.

Motion made by Supervisor Burroughs to appoint Supervisor Burroughs and Supervisor Jones to the Veterans Hall Committee. Seconded by Supervisor Nolen.

RESULT: APPROVE

MOVER: Rob Burroughs

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

2) BOARD AD HOC COMMITTEE APPOINTMENTS:

a) PERSONNEL PROCEDURES & GUIDELINES (Incumbents: Hansen and Carlson)

Motion made by Supervisor Nolen to appoint Supervisor Burroughs and Walker for

Board Ad Hoc Committee. Seconded by Supervisor Walker.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

33. COMMITTEES & COMMISSIONS - Board of Supervisors

24-2369

a) Board discussion and possible action regarding the appointments to the Board Committees and Commissions with terms longer than one year:

1) AREA AGENCY ON AGING ADVISORY COUNCIL - One Board member representative and one alternate for four-year terms; current terms expired 12/31/24 (Incumbent: Moule / Alternate: Nolen).

2) COMMISSION ON AGING - Two Board member representatives for three-year terms; current terms expired 6/30/24 (Incumbents: Nolen and Moule).

3) CSAC POLICY COMMITTEE ASSIGNMENTS - One Board member representative for two-year terms; current terms expired 1/6/25

a) Administration of Justice (Incumbent: Hansen)

b) Agricultural & Natural Resources (Incumbent: Leach)

c) Government Finance & Operations (Incumbent: Carlson)

d) Health & Human Services (Incumbent: Moule)

e) Housing/Land Use/Transportation (Incumbent: Nolen)

4) LOCAL AGENCY FORMATION COMMISSION (LAFCo) - Two Board member representatives and one alternate for four-years terms (Incumbents: Carlson - current term expires 4/30/25 and Nolen - current term expires 4/30/27; Alternate: Leach -current term expires 4/30/27).

5) SACRAMENTO RIVER CONSERVATION AREA FORUM - One Board member representatives and one alternate for four-year terms; current term expires 12/31/24 (Incumbents: Nolen / Alternate: Leach).

6) TEHAMA COUNTY MENTAL HEALTH BOARD - One Board Member representative for a three-year term; current term expires 12/31/24 (Incumbent: Carlson).

7) 3CORE COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY COMMITTEE - One Board member representative for a two-year term; current term expired 5/31/24 (Incumbent: Carlson).

Motion made by Supervisor Nolen to appoint 1) Supervisor Nolen as primary and Supervisor Burroughs as alternate for Area Agency on Aging Advisory Council 2) Supervisors Nolen and Burroughs for Commission on Aging 3a) Chairman Hansen for Administration of Justice 3b) Supervisor Jones for Ag and Natural Resources 3c) Supervisor Walker for Government Finance and Operations 3d) Supervisor Burroughs for Health & Human Services 3d) Supervisor Nolen for Housing/Land and

Transportation 4) Supervisors Jones and Nolen as the primaries and Supervisor Burroughs as alternate for Local Agency Formation Commission (LAFCo) 5) Supervisor Nolen as primary and Supervisor Jones as the alternate for Sacramento River Conservation Area Forum 6) Chairman Hansen for Tehama County Mental Health Board 7) Supervisor Jones for Core Comprehensive Economic Development Strategy. Seconded by Supervisor Walker.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

34. COMMITTEES & COMMISSIONS - Board of Supervisors

24-2367

a) Board discussion and possible action regarding the appointments to the Board Committees and Commissions with No Set Term:

1) CALWORKS ADMINISTRATIVE OVERSIGHT TEAM - Two Board members representatives for No Set Term (Incumbents: Carlson and Moule).

2) CENTRAL SACRAMENTO VALLEY RESOUCRE CONSERVATION & DEVELOPMENT DISTRICT - One Board member representative for No Set Term (Incumbent: Nolen).

3) COMMUNITY ACTION AGENCY TRIPARTITE ADVISORY BOARD - One Board member for No Set Term (Incumbent: Leach).

4) COMMUNITY CORRECTIONS PARTNERSHIP - One Board member representative for No Set Term (Incumbent: Hansen).

5) HARDWOOD ADVISORY COMMITTEE - One Board member representative and one Board member as alternate for No Set Term (Incumbents: Hansen / Alternate: Carlson).

6) INDIAN GAMINIG LOCAL COMMUNITY BENEFIT COMMITTEE (SB 621) - Two County representatives (Incumbents: Hansen and Hydrick).

7) JUVENILE JUSTICE COORDINATION COORDINATING COUNCIL - One Board member representative for No Set Term (Incumbent: Hansen).

8) NORTHEASTERERN CALIFORNIA CONNECT CONSORTIUM (NECCC) - Two County representatives for No Set Term (Incumbents: Nolen / Alternate: Hydrick).

9) NORTHERN SACRAMENTO VALLEY INTEGRATED REGIONAL WATER MANAGEMENT PLAN GOVERNING BOARD - One Board member representative and one alternate for No Set Term (Incumbent: Hansen).

10) RED BLUFF COMMUNITY / SENIOR CENTER - Two Board member representatives for No Set Term (Incumbents: Leach and Carlson).

11) SAFTEY PROGRAM - One Board member representative with No Set Term

(Incumbent: Nolen).

12) SIERRA NEVADA CONSERVANCY - One Board member representative from District 3 or District 5 for No Set Term (Incumbent: Nolen).

13) SIERRA-SACRAMENTO VALLEY EMERGENCY MEDICAL SERVICES - One Board member representative and one Board member as alternate for No Set Term (Incumbent: Hansen / Alternate: Nolen).

14) SUSTAINABLE FORESTRY ACTION COALITION - One Board member representative for No Set Term (Incumbent: Nolen).

15) TEHAMA COUNTY CHILDREN & FAMILIES COMMISSION - One Board member representative for No Set Term (Incumbent: Nolen).

16) TEHAMA COUNTY CONTINUUM OF CARE EXECUTIVE COUNCIL - One Board member representative and one Board member as an alternate for No Set Term (Incumbent: Carlson / Alternate: Nolen).

17) TEHAMA COUNTY COORDINATION COMMITTEE - Two Board member representatives for No Set Term (Incumbents: Carlson and Nolen).

18) TEHAMA COUNTY INTERAGENCY COORDINATION COUNCIL - One Board member representative and one Board member as an alternate for No Set Term (Incumbent: Carlson / Alternate: Nolen).

19) TEHAMA COUNTY RAN BOARD - One Board member representative for No Set Term (Incumbent: Nolen).

20) TEHAMA COUNTY VEHICLE ABATEMENT SERVICES AUTHORITY BOARD OF DIRECTORS - Two County representatives for No Set Term (Incumbents: Leach and Simon).

21) TEHAMA COUNTY DEVELOPMENT CORPORATION ADVISORY COMMITTEE (TEDC) - One Board member representative, by invitation only, for No Set Term (Incumbent: Moule).

Motion made by Supervisor Nolen to appoint 1) Supervisors Jones and Burroughs as CalWorks Administrative Oversight 2) Supervisor Nolen as Central Sacramento Valley Resource Conservation & Development District 3) Supervisor Burroughs for Community Action Agency Tripartite Advisory Board 4) Chairman Hansen as Community Corrections Partnership 5) Supervisor Walker as primary and Chairman Hansen alternate for the Hardwood Advisory Committee 6) Chairman Hansen and Chief Administrator Gabriel Hydrick as primaries for the Indian Gaming Local Community Benefit Committee 7) Chairman Hansen for the Juvenile Justice Coordination Council 8) Supervisor Nolen and Chief Administrator Gabriel Hydrick for Northeastern California Connect Consortium (NECCC) 9) Chairman Hansen as primary and Supervisor Jones as the alternate for the Northern Sacramento Valley Integrated Regional Water Management Plan Governing Board 10) Supervisors Walker and Burroughs for the Red Bluff Community/Senior Center 11) Supervisor Walker for

Safety Program 12) Supervisor Nolen for Sierra Nevada Conservancy 13) Supervisor Nolen as primary and Supervisor Hansen as the alternate for Sierra-Sacramento Valley Emergency Medical Services 14) Supervisor Walker for Sustainable Forestry Action Coalition 15) Supervisor Nolen for Tehama County Children & Families Commission 16) Supervisors Nolen and Burroughs for Tehama County Continuum of Care Executive Council 17) Supervisors Nolen and Jones for Tehama County Coordination Committee 18) Supervisors Nolen and Jones for Tehama County Interagency Coordination Council 19) Supervisor Nolen for Tehama County Ran Board 20) Chairman Hansen for Tehama County Vehicle Abatement Services Authority Board of Directors 21) Supervisor Jones for Tehama County Development Corporation Advisory Committee (TEDC). Seconded by Supervisor Burroughs.

Supervisor Burroughs requested to be on the Indian Gaming Commission.

In response to Supervisor Burroughs, Chairman Hansen accepted his recommendation to be included on the Indian Gaming Local Community Benefit Committee.

Supervisor Nolen modified her previous motion to include Supervisor Burroughs in section 6. Seconded by Supervisor Burroughs.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

35. OUT OF STATE TRAVEL - Board of Supervisors 25-0020

a) Discussion and possible action to approve Supervisor Rob Burroughs to travel out of state to attend the National Association of Counties (NACo) Legislative Conference to be held in Washington D.C. from 3/1/25 to 3/4/25

Motion by Supervisor Walker to approve out of state travel for Supervisor Burroughs. Seconded by Supervisor Nolen.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

FUTURE AGENDA ITEMS

Supervisor Nolen requested discussion and review regarding the formation of the Budget Ad Hoc (Consensus 5-0).

Supervisor Nolen requested Administration provide an informational update regarding the current Strategic Plan (Consensus 5-0).

Supervisor Nolen requested an informational presentation on Rosenberg's Rules from County Counsel (Consensus 5-0).

CLOSED SESSION

No public comment.

11:22 A.M. RECESS

1:30 P.M. RECONVENE

1:30 P.M.

22. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Director Tia 24-2231

Branton and Code Enforcement Officer Clint Weston

a)The Board of Supervisors adopted the Administrative Hearing Officer's recommended decision relating to Abatement Costs Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Michele Kaufman
Site Address: 19520 Ridgeline Ct., Cottonwood
APN: 007-580-024 ("Premises") (District 1)

In response to Supervisor Nolan, Code Enforcement Officer Clint Weston confirmed there were 500 plants in pots in the greenhouse structures.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

23. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Director Tia 24-2232

Branton and Code Enforcement Officer Clint Weston

a) The Board of Supervisors adopted the Administrative Hearing Officer's recommended decision relating to Abatement Costs Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Jorge Quiroz Torres & David Ramirez Velazquez
Site Address: 16655 Big Pines Rd., Cottonwood
APN: 007-420-039 ("Premises") (District 1)

Code Enforcement Officer Clint Weston discussed the odd situation due to the low amount owed.

Motion made by Supervisor Burroughs to amend the original motion to give parties 30 days to pay. Seconded by Supervisor Nolen.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

24. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Director Tia 24-2233
Branton and Code Enforcement Officer Clint Weston

a) The Board of Supervisors adopted the Administrative Hearing Officer's recommended decision relating to Public Nuisance Administrative Penalty Lien Hearing

Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Norma D. Ordon, Ponce John Ordon & Efren Santos
Site Address: 16060 Oakridge Rd., Corning, RTR
APN: 062-300-030 ("Premises") (District 4)

In response to Chairman Hansen, Code Enforcement Officer Clint Weston stated the County is not out any money for these fines.

In response to Supervisor Burroughs, Mr. Weston confirmed there was low value to the property.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

25. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Director Tia 24-2234
Branton and Code Enforcement Officer Clint Weston

a) The Board of Supervisors adopted the Administrative Hearing Officer's recommended decision relating to Public Nuisance Administrative Penalty Lien and Abatement Costs Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Eduardo Gonzalez
Site Address: 17032 Stagecoach Rd., Corning, RTR
APN: 060-050-009 ("Premises") (District 4)

In response to Supervisor Nolen, Code Enforcement Officer Clint Weston discussed there has been no cooperation from the owners.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

26. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Director Tia 24-2236
Branton and Code Enforcement Officer Ron Robbins

a) The Board of Supervisors adopted the Administrative Hearing Officer's

recommended decision relating to Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Juan Acevedo & Arturo Servin Martinez
Site Address: 24100 McLane Ave., Corning
APN: 075-200-027 ("Premises") (District 5)

In response to Supervisor Nolen, Code Enforcement Officer Clint Weston discussed the individuals can take plants to landfill and provide receipt to Environmental Health.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

27. ENVIRONMENTAL HEALTH / CODE ENFORCEMENT - Director Tia Branton and Code Enforcement Officer Ron Robbins 24-2255

a) The Board of Supervisors adopted the Administrative Hearing Officer's recommended decision relating to Abatement Costs Lien Hearing Pursuant to Chapter 9.06 (Marijuana) of the Tehama County Code and Government Code section 53069.4 and section 25845:

Owner: Brandon James Anthony
Site Address: Todd Way, Cottonwood
APN: 007-520-004 ("Premises") (District 1)

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

1:46 P.M. RECESS 3:05 P.M. RECONVENE

REPORTABLE ACTIONS FROM CLOSED SESSION

36. CLOSED SESSION 24-2196 a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) Title: Part One of the Tehama County Environmental Health Director Annual Performance Evaluation Process.

Report Out: Continue matter based on new Board's desire to get to know all department heads prior to evaluating them and have it completed within six months.

37 CLOSED SESSION 24-2197 a) PERSONNEL / PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Tehama County Board of Supervisors January 14, 2025 Code Section 54957) Title: Part One of the Tehama County Air Pollution Control Officer Annual Performance Evaluation Process.

Report Out: Continue matter based on Board's desire to allow new Board Members to get to know all department heads prior to evaluating them. Evaluation will be completed within six month.

38. CLOSED SESSION 24-2289 a) EMPLOYEE NEGOTIATIONS - CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Negotiators: Gabriel Hydrick Employee: Director of Public Works.

Report Out: Direction given to negotiator.

39. CLOSED SESSION 24-2335 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: David McGarth Agency claimed against: Tehama County.

Report Out: 5-0 to deny the claim.

40. CLOSED SESSION 24-2347 a) Liability Claims Pursuant to Government code 54956.95 Claimant: William Polland Agency claimed against: Tehama County.

Report Out: 5-0 to deny the claim.

ADJOURN

3:06 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: January 17, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors

by _____ Deputy



Robert Burroughs, District 1
Tom Walker, District 2
Pati Nolen, 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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

Present: Supervisor Greg Jones, Supervisor Rob Burroughs, Supervisor Tom Walker, Vice Chair Pati Nolen, and Chairperson Matt Hansen

PUBLIC COMMENT

A resident requested the minutes to be moved back to regular agenda and prayed for the pastor's safe travels and public transparency.

A resident commented on the obstruction of property on County roads regarding the gate in the Cottonwood area.

A resident commented on shutting down the Rancho Tehama Association due to crimes.

A Parish Health and Wellness representative discussed the services of their facilities and to contact (530) 528-2342 for more information.

In response to Supervisor Nolen, the representative provided information about telehealth and counseling services.

A resident commented on the misuse of monies for public roads and the high taxes.

A resident commented on the groundwater overdraft, the new development of wells, and the Garst appeal hearing.

A resident commented on the misinformation that is given by the public and encouraged the new Board members to get the correct facts.

A resident complimented the Clerk and Recorder Sean Houghtby for his quick response and commented on the Public Works Committee bylaws.

A resident commented on the Rancho Tehama Association, Cottonwood gate access, and agreed with the previous resident regarding misinformation.

A resident commented on the Health Services Agency use of the medical marijuana card and the cure for the opioid epidemic.

ANNOUNCEMENT OF AGENDA CORRECTIONS

None.

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

Deputy County Counsel Andrew Plett announced previous reportable actions from Closed Session from the Special Meeting.

1. CLOSED SESSION a) PERSONNEL /PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957) Title: Planning Director

Report Out: Direction was given to staff.

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

Public Works Committee (Standing) (Hansen, Walker) - Met 1/2/25.

Veterans Halls Advisory Committee (Standing) (Burroughs, Jones) - Met 2 weeks ago.

Public Safety Tax Initiative Working Group (Hansen, Jones) - Not met.

Personnel Procedures & Guidelines Ad Hoc Committee (Burroughs, Walker) - Not met.

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

Supervisor Jones - None.

Supervisor Burroughs - None.

Supervisor Walker - TCTC.

Supervisor Nolen - TCTC.

Chairman Hansen - TCTC.

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

Interim Building Official Patrick Ewald gave a 2024 overview for the Building Department.

Chairman Hansen requested Mr. Ewald to comeback with an agenized item for the presentation for the public to ask questions.

Child Support Services Director Tonya Moore addressed the payment issues with Child Support Agency vendor on 1/14/25 and how it was resolved.

In response to Mrs. Moore, Supervisor Walker thanked her for the updates regarding the issues.

CONSENT AGENDA

Approval of the Consent Agenda.

A motion was made by Supervisor Walker, seconded by Supervisor Jones, to approve the Consent Agenda # 1-7 and #9. The motion carried by the following vote:

RESULT: APPROVED THE CONSENT AGENDA
MOVER: Tom Walker

SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

1. **GENERAL WARRANT REGISTER - 12/29/24 - 01/11/25** **25-0047**
2. **AUDITOR'S OFFICE** **25-0054**
 - a) STALE DATED WARRANTS - Pursuant to Government Code Section 29802, Authorization to reissue the following stale dated warrant:
 - 1) Warrant NO#70815043, issued 2/07/22 in the amount of \$192.33 to Sally Taylor.
3. **HEALTH SERVICES AGENCY / MEDICAL CLINIC** **25-0062**
 - a) AGREEMENT - Approval and authorization for the Executive Director to sign the sub-contract agreement with Advocates for Human Potential, Inc. (AHP) for the purpose of providing funding for the improvement, expansion, and increase of the California Department of Healthcare Services (DHCS) Hub & Spoke System (CA H&SS) under the State Opioid Response (SOR) Round IV Bridge grant, in the amount of \$16,000, effective 9/30/24 through 1/31/25.
Enactment No: MISC. AGR 2025-020
4. **HEALTH SERVICES AGENCY / PERSONNEL** **25-0061**
 - a) OTHER THAN "A" STEP - Approval to appoint the applicant as a Health Educator II, Range 34, Step B, effective upon successful completion of all pre-employment requirements.
5. **HEALTH SERVICES AGENCY / PUBLIC HEALTH** **25-0059**
 - a) AGREEMENT - Approval and authorization for the Executive Director to sign Amendment #5 to the Standard Agreement #22-10299 (Misc. Agree #2022-283, amended by Misc. Agree #2023-21, Misc. Agree #2023-236, Misc. Agree #2024-51 and Misc. Agree #2024-298), with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program, thereby increasing the maximum compensation amount not to exceed \$2,945,159, effective 10/1/22 through 9/30/25.
Enactment No: MISC. AGR 2025-021
6. **SOCIAL SERVICES / COMMUNITY ACTION AGENCY** **25-0022**
 - a) DONATION - Approval and authorization for the Tehama County Community Action Agency to accept a donation for the Meals on Wheels program from Alisa Scholberg Bookkeeping, in the amount of \$1,000.
7. **DEPARTMENT OF AGRICULTURE** **24-2378**
 - a) AGREEMENT - Approval and authorization for the Agricultural Commissioner to sign the Amendment to the Cooperative Agreement No. 24-0236-025-SF (Misc. Agree. #2024-316) with the California Department of Food & Agriculture (CDFA) for the provision of costs incurred relative to the detection of Asian Citrus Psyllid, thereby decreasing the maximum amount of the agreement from \$16,976 to \$8,874, effective 10/1/24 and shall terminate 6/30/25.
Enactment No: MISC. AGR 2025-022
9. **APPROVAL OF MINUTES** **25-0104**
 - a) Waive the reading and approve the minutes of the regular meeting held
 - 1) 12/17/24
 - 2) 1/7/25

REGULAR AGENDA

10. SOCIAL SERVICES / HEALTH SERVICES AGENCY 25-0038

a) Approval of retirement awards to the following employees in recognition of their many years of faithful and dedicated service to the County of Tehama:

- 1) SOCIAL SERVICES- Patricia Hern, 20 years
- 2) HEALTH SERVICES AGENCY-Avery Vilche, 26 years

Social Services Director Bekkie Emery recognized Patricia Hern on her retirement.

Health Services Agency Executive Director Jayme Bottke recognized Avery Vilche on her retirement.

Ms. Vilche thanked the Board and the community.

Supervisor Nolen congratulated Ms. Vilche on her retirement.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

8. CONSENT / VACATION PAY IN LIEU / PERSONNEL / MULTIPLE DEPARTMENTS 25-0007

a) Approval of compensation in lieu of Vacation/PTO time off during the 2025 calendar year for the employees listed on the staff report, in accordance with applicable MOU and contract provisions.

Personnel Director Coral Ferrin discussed the vacation pay in lieu and annual MOU for cash out for vacation.

In response to Supervisor Burroughs, Ms. Ferrin confirmed this refers to all Tehama County departments and their options to cash out.

In response to Louise Wilkinson, Ms. Ferrin confirmed this was budgeted within the departments and the provisions go back twenty-five years.

Jenny Alexander asked how much is taken from the general fund and the exact figure amount.

In response to Chairman Hansen, Ms. Ferrin stated the departments factor this amount into their budgets.

In response to Supervisor Walker, Ms. Ferrin discussed the different provisions from the MOUs and the options the employee has after the 5-year period.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice

9:55 A.M. RECESS to convene as the Tehama County Flood Control and Water Conservation District

10:00 A.M. ADJOURN to reconvene as the Tehama County Board of Supervisors

13. FIRE - Deputy Chief Gerry Magaña 24-2352

a) INFORMATIONAL PRESENTATION - Regarding the briefing on Multi-Jurisdictional Hazard Mitigation Grant Program Draft Plan presented by Dynamic Planning + Science; purpose and benefits, organization, public participation, review and comment.

Fire Chief Monty Smith explained why Deputy Gerry Magaña was not present and introduced Dynamic Planning + Science owner Ethan Mobley.

Mr. Mobley presented the Multi-Jurisdictional Hazard Mitigation grant program and 2025 draft plan.

In response to Supervisor Burroughs, Mr. Mobley encouraged staff to meet at least twice a year to review the mitigation plan and stated the next grant application is due 2/28/25.

Louise Wilkinson commented on government cuts for federal aid such as FEMA and advised the Board to have a plan for it.

In response to Mrs. Wilkinson, Supervisor Burroughs confirmed there is a plan in place and as a FEMA representative gave updates on the issues from the County regarding the fires.

In addition, Mr. Mobley thanked the Tehama Glenn Unit for their support on the grant and report for FEMA.

14. COMMUNITY ACTION AGENCY - Executive Director Bekkie Emery and Program Manager David Madrigal 25-0055

a) INFORMATIONAL PRESENTATION - Regarding the Tehama County Community Action Agency, including Meals on Wheels and IHSS Public Authority.

Community Action Agency Executive Director Bekkie Emery gave a brief update on the Community Action, Public Authority and Housing Authority and introduced Program Manager David Madrigal.

Mr. Madrigal presented the Tehama County Community Action Agency programs.

In response to Supervisor Hansen, Mr. Madrigal confirmed the Meals on Wheels volunteers do not use their own vehicles to deliver.

In response to Chairman Hansen, Ms. Emery confirmed how many individuals were on the registry and confirmed the individuals are obtaining the required training.

In response to Supervisor Walker, Ms. Emery discussed the challenges individuals will face transitioning to other programs.

Supervisor Burroughs thanked the presenters for their efforts and discussed his nonprofit efforts for Silver Star Widows and Veterans.

Chairman Hansen commented the IHSS system and thanked Ms. Emery for her presentation.

10:44 A.M. RECESS

10:50 A.M. RECONVENE

**15. TRANSPORTATION COMMISSION - Executive Director Jim Simon 25-0053
and Deputy Director Jessica Riske-Gomez**

a) INFORMATIONAL PRESENTATION - Regarding Tehama County Transportation Commission and Public Works, Geographic Information System (GIS) programs and ongoing projects.

Deputy Director Jessica Riske-Gomez and Transportation Planner Aide Cole Houghtby. gave a presentation regarding the Tehama County Transportation Commission GIS program, web-based services, and maps.

In response to Supervisor Burroughs, Mrs. Riske-Gomez discussed the tracking available depending on the individual department's needs.

In response to Supervisor Nolen, Mrs. Riske-Gomez discussed the web-based services presented the GIS apps, maps and dashboards.

Supervisor Walker thanked Mrs. Riske-Gomez and Mr. Houghtby for their presentation.

In response to Supervisor Burroughs, Mrs. Riske-Gomez discussed the cost of the application, desktop licensing, and training options.

In response to Supervisor Nolen, Mrs. Riske-Gomez verified there are at least 6-8 internal departments and several outside partners working with the GIS tool.

In response to Louise Wilkinson, Chairman Hansen stated there is no subscription needed and it's all provided within the grant.

17. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0048

a) INFORMATIONAL PRESENTATION - Tehama County Sheriff's Comprehensive Radio Communications Upgrade.

Sheriff Dave Kain gave a brief presentation regarding radio communication upgrades and introduced Day Wireless Systems Senior Sales Representative Matt Weinberger to present the Day Wireless Radio Communication System Upgrade.

Supervisor Nolen commented on the Tehama County Sheriff and Public Works tower located in Paynes Creek during the Park Fire.

In response to Chairman Hansen, Mr. Weinberger discussed the geographical repeater sites in other Counties compared to Tehama County and the reach of coverage.

In response to Chairman Hansen, Mr. Weinberger discussed the differences between wide-band and narrow-band and how it effects radio frequencies.

In response to Supervisor Walker, Mr. Weinberger discussed the main tower sites and future locations in Tehama County and the issues with solar sites.

In response to Supervisor Burroughs, Mr. Weinberger gave his opinion on the system and the risk factors assessments if the County goes dark.

Mr. Kain played a brief radio excerpt of the communication issues.

In response to Chairman Hansen, Mr. Kain discussed the funding resources and cost estimates for dispatch upgrades.

Chairman Hansen thanked the Sheriff and Mr. Weinberger for the presentation and discussed the 10-month delay.

Supervisor Nolen commented on the hardware and software components are obsolete and enjoyed the presentation.

Louise Wilkinson commented on the Lake California cell tower.

John Prinz commented on Senate Bill 94 section 23 regarding illegal marijuana growth in Tehama County.

12:09 P.M. RECESS

1:30 P.M. RECONVENE

1:30 P.M.

The clerk did the swearing in of all those who were testifying before the Board.

38. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0032

- Code Enforcement Officers Clint Weston and Ron Robbins

a) Public Nuisance Administrative Penalty Lien Hearing Pursuant to Chapter 10.16 of the Tehama County Code and Government Code section 53069.4:

1) CONTINUED HEARING - Conduct Hearing to review the enforcing officer's report of the amount of administrative penalty and to determine whether, and in what amount, the administrative penalty shall be enforced as a lien against the affected property listed below:

Owner: Patrick Mark Derby
Site Address: 1505 Derby Rd., Red Bluff
APN: 027-140-027 (District 2)
Case No: CE23-055, Notice of Violation, failed septic and debris

2) RESOLUTION - Adoption of an Administrative Penalty Lien

Resolution making a determination and ordering that the amount of administrative penalty relating to public nuisance be enforced as a lien against the affected property and further ordering recordation of a notice of administrative penalty lien against said property.

Code Enforcement Officer Ron Robbins presented the penalty lien and extension for the failed septic and debris and noted the septic passed inspection yesterday.

In response to Chairman Hansen, Mr. Robbins confirmed the public health emergency order no longer exists.

In response to Supervisor Nolen, Mr. Robbins confirmed Mr. Derby has not requested a fee reduction.

In response to Supervisor Burroughs, Mr. Robbins stated this hearing has been presented at least three times.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: RES NO. 2025-006

39. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0027
- 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: Suhua Li
Site Address: 19705 Executive St., Corning
APN: 061-280-032 (District 4)

Code Enforcement Officer Ron Robbins discussed the inspection of the public nuisance report approved by the Planning Commission.

In response to Chairman Hansen, Mr. Robbins discussed the use permit for the building structure and the code limit and permits pertaining to the fowl.

In response to Chairman Hansen, Leo, the translator for Suhua Li, explained why she currently has 500 geese and an unpermitted the building structure.

In response to Chairman Hansen, Leo confirmed this is a business.

In response to Chairman Hansen, Mr. Robbins discussed there has been no action involved with the steps that need to be taken by the Planning Commission and the Building Department.

In response to Chairman Hansen, Leo explained the language barrier the owner has and the owner's struggles with the inspections and permits.

Chairman Hansen explained the requirement to reduce the number of geese from 500 to 100 and have the correct building structures in place.

In response to Supervisor Nolen, Mr. Robbins discussed the requirements for Ms. Li and what needs to be addressed within the year.

Motion made by Chairman Hansen to approve the recommended decision of the Planning Commission declaring the existence of a public nuisance on the property. Seconded by Supervisor Walker.

Discussion took place regarding the possible outcome of animal services assisting with the geese removal.

RESULT: APPROVE
MOVER: Matt Hansen
SECONDER: Tom Walker
AYES: Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
ABSTAINED: Supervisor Jones

40. ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT 25-0021
- 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: Glynda Lee Garner, Shirley Richardson
and Sharron A Walker, deceased
Site Address: Monroe Ave. and Derby Rd., Red Bluff
APN: 029-080-005 (District 2)

Code Enforcement Officer Ron Robbins presented the public nuisance report for cost recovery and discussed the demolition of the structure.

In response to Chairman Hansen, Mr. Robbins stated the structure was demolished before being declared a public nuisance due to its proximity to a school zone, lack of response from the owners and confirmed the owner has not made plans to clean up the structure.

Supervisor Burroughs commented on the dangers of the structures.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

16. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0043

a) INFORMATION PRESENTATION - Present to the Board of Supervisors the "Tehama County Sheriff's Office 2024 Annual Report".

Sheriff Dave Kain gave an informational presentation regarding the Tehama County Sheriff's Office 2024 annual report.

In response to Chairman Hansen, Mr. Kain clarified fentanyl is not included in the accidental overdose report, since fentanyl is an illegal drug and not prescribed.

Supervisor Jones departed at 2:22 PM and returned at 2:23 PM

Mr. Kain continued with the presentation and discussed the staffing report update.

In response to Supervisor Walker, Mr. Kain discussed the turnaround rate in the auto shop program and duration sentences within the farming, auto shop, and day reporting center programs.

In response to Supervisor Burroughs, Mr. Kain discussed the Day Reporting Center services for the inmates and community services and graffiti removal ratification.

18. ASSESSOR / PERSONNEL - Assessor Burley Phillips 24-2235

a) RESOLUTION - Adoption of a resolution for exception to the 180-day wait period to appoint a candidate as an extra-help retired annuitant, effective 1/28/25.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Enactment No: RES NO. 2025-004

b) OTHER THAN "A" STEP - Approval to appoint the candidate as a Senior Assessment Clerk, Range 24, Step E, effective 1/28/25 (not to exceed 960 hours per fiscal year) and paid an hourly wage of \$27.31.

Assessor Burley Phillips discussed the Other than "A" Step for the retired employee and there is no impact to the general fund for this position.

In response to Supervisor Walker, Mr. Phillips confirmed there are no benefits for this position since it's extra help.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

Enactment No: RES NO. 2025-004

19. HEALTH SERVICES / PERSONNEL - Executive Director Jayme Bottke 25-0031

a) Approval of the revised classification specifications for Behavioral Health

Clinician I/II, Behavioral Health Clinician III, Case Resource Specialist I, Case Resource Specialist II, Case Resource Supervisor, Drug & Alcohol Counselor I/II, Drug & Alcohol Supervisor, Patient Navigator I/II, within the Joint Council bargaining unit, and unrepresented classifications for Nurse Practitioner and Physician Assistant, effective 1/28/25.

RESULT: APPROVE

MOVER: Greg Jones

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

20. DEPARTMENT OF AGRICULTURE / DIVISION OF ANIMAL SERVICES - 25-0026

Director of Animal Services Thomas Moss and Animal Care Center Manager Christine McClintock

a) Confirmation of the application that was submitted on 7/26/24, by the Tehama County Animal Care Center Manager to apply for the Return to Home Challenge grant with Best Friends Animal Society in an amount up to \$10,000.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) AGREEMENT - Authorization for the Director of Animal Services to accept the Return to Home Challenge grant as outlined in the Grant Agreement incorporated into the application, in the amount of \$5,000, effective 10/12/24 through 10/12/25.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-023

21. DEPARTMENT OF AGRICULTURE - Agricultural Commissioner 24-2217

Thomas Moss

a) BID WAIVER:

1) To adopt the finding that Federal General Services Contract#47QSWA21D0006 with Beam Global for the acquisition of a Mobile Solar Panel Electric Charger System meets all Tehama County Bidding criteria and allows the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process.

2) To find it in the best interest of the County to waive the formal bid process for the acquisition of a Mobile Solar Panel Electric Charger System based on the finding.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Authorization for the Purchasing Department to issue a purchase order Beam Global for the acquisition of a Mobile Solar Panel Electric Charger System for the Department of Agriculture in the amount of \$75,641.30.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

22. PUBLIC WORKS - Director Jim Simon 25-0056

a) AGREEMENT - Approval and authorization for the Director to sign Amendment No. 1 with Obsidian IT for the provision of managed IT services, for a maximum compensation not to exceed \$487,403.10, effective 2/1/25 through 1/31/27.

In response to Supervisor Walker, Public Works Director Jim Simon addressed the cancellation policy within this contract and the meetings with Information Systems Manager David Bliss to support Public Works regarding the County-based IT system.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Tom Walker

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-024

23. SOCIAL SERVICES / SHERIFF'S OFFICE / PROBATION - Director 25-0011

Bekkie Emery, Sheriff David Kain, Chief Probation Officer Pamela Gonzalez

a) AGREEMENT - Approval and authorization for the Social Services Director, Tehama County Sheriff, and Chief Probation Officer to sign the Interagency Memorandum of Understanding (MOU) between the Tehama County Department of Social Services, Tehama County Sheriff's Office, and Tehama County Probation Department for the purpose of coordinating pre-release Medi-Cal enrollment services to inmates and youth who are being released from Tehama County correctional facilities, effective upon date of signing and shall terminate 9/1/28.

Social Services Director Bekkie Emery discussed the Memorandum of Understanding (MOU) between the departments regarding the sharing of information to process efficiently.

In addition, Chief Probation Officer Pam Gonzalez discussed the formality and working relationships with the departments.

Sheriff Dave Kain addressed the association with CalAIM.

In response to Supervisor Jones, Ms. Emery confirmed this practice is in place with neighboring Counties.

In addition, Mr. Kain discussed when the CalAIM would go into effect and preparation process to move forward.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-025

24. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0034

a) AGREEMENT - Approval and authorization for the Chair and the Sheriff to sign Amendment #2 with Ronald L. Clark, DDS (Misc Agree. #2024-231 amended by Misc. Agree. #2023-302), thereby increasing the maximum compensation payable not to exceed \$120,000.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-026

25. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0003

a) AGREEMENT - Approval and authorization for the Sheriff and Chair to sign the Agreement with Ascertain Forensics at Redwood Toxicology Laboratory, Inc. for the purpose of providing forensic science technology laboratory services for the rate set forth in Exhibit "B" with maximum compensation not to exceed \$25,000, effective date of signing and shall terminate 12/31/2025.

Sheriff Dave Kain explained the agreement for Redwood Toxicology Laboratory services.

Chairman Hansen included the insurance requirement from Administration for procedural approval.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-027

26. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0025

a) AGREEMENT - Approval and authorization for the Sheriff to sign the Operational Agreement with Empower Tehama, a California non-profit corporation (Advocate) for the purpose of performing forensic examinations of victims of sexual assault and associated support services, including but not limited to a medical evidentiary examination by a Sexual Assault Response Team (SART) at the rate of \$1,500 for all medical evidentiary examinations, effective 1/1/24 and shall terminate 12/31/27.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-028

27. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0035

a) AGREEMENT - Approval and authorization for the Sheriff to sign the Amended Operational Agreement with the Red Bluff Police Department (Misc Agree. #2023-211), thereby adding the required language from the Board of State and Community Corrections (BSCC) contract to include: The parties agree to comply with the terms and conditions of the exhibits (A-E), attachments (1-2), and appendices (A) from Agreement Number: BSCC 1222-23 and incorporate them into this Operational Agreement, and subsections Books and Records, Access to Books and Records, and Equal Employment Opportunity Plan, not to exceed \$20,000 per year, effective 6/1/23 through 12/31/26.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-029

28. SHERIFF'S OFFICE - Sheriff Dave Kain 25-0036

a) AGREEMENT - Approval and authorization for the Sheriff to sign the Amended Operational Agreement with the Corning Police Department (Misc Agree. #2023-210), thereby adding the required language from the Board of State and Community Corrections (BSCC) contract to include: The parties agree to comply with the terms and conditions of the exhibits (A-E). attachments (1-2), and appendices (A) from Agreement Number: BSCC 1222-23 and incorporate them into this Operational Agreement, and subsections Books and Records, Access to Books and Records, and Equal Employment Opportunity Plan, not to exceed \$20,000 per year, for the term of 6/1/23 through 12/31/26.

RESULT: APPROVE
MOVER: Rob Burroughs
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-030

29. SHERIFF / PERSONNEL - Sheriff Dave Kain 25-0058

a) 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 \$9,212.53.

RESULT: APPROVE
MOVER: Tom Walker

SECONDER: Rob Burroughs
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

30. PERSONNEL - Personnel Director Coral Ferrin 25-0060

a) AGREEMENT - Approval and authorization for the Chairman of the Board to sign the Amendment to Purchasing Agreement 370PA24 with Van Dermyden Makus Law Corporation amending Section 3: Compensation from a maximum compensation not to exceed amount of \$40,000 to \$150,000, for the purpose of conducting independent, impartial and objective investigations of County employees.

Personnel Director Coral Ferrin discussed the amendment and the changes in the not to exceed amount.

Jenny Alexander commented on the not to exceed amount of 40,000 to 150,000 and internal problems within the County.

In response to Supervisor Burroughs, Ms. Ferrin confirmed Van Dermyden Makus is the firm and addressed the generic contract for engagement of the investigation for the employee.

In response to Supervisor Burroughs, Chairman Hansen discussed the implementation of the operations and complexities of the situation.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Pati Nolen
AYES: Supervisor Jones, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
NAYS: Supervisor Burroughs
Enactment No: MISC. AGR 2025-031

31. PERSONNEL - Personnel Director Coral Ferrin 25-0008

a) AGREEMENT - Approval and authorization for the Personnel Director to sign the Shasta College CalWORKs Work Study Agreement for Off-Campus Employment which allows Tehama County to employ Shasta College CalWORKs Work Study Students, effective date of signing and will continue automatically, and renew each year, not to exceed five (5) years.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Greg Jones
AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-032 & RES NO. 2025-005

b) RESOLUTION - Adoption of a resolution outlining the Terms and Conditions of Employment for the Shasta College CalWORKs Work Study Program, effective 1/28/25.

RESULT: APPROVE
MOVER: Tom Walker
SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen
Enactment No: MISC. AGR 2025-032 & RES NO. 2025-005

32. PERSONNEL / ADMINISTRATION - Personnel Director Coral Ferrin 25-0063

a) AGREEMENT - Approval and authorization for the Chairman to sign an Amendment to the Employment Agreement with Gabriel Hydrick (Misc. Agree. #2022-45) for the position of Chief Administrator, thereby extending the employment contract until 8/27/25.

Personnel Director Coral Ferrin discussed the Chief Administrator's contract extension for 6 months.

Sharon Novak commented not in favor of extending the contract.

Lousie Wilkinson commented not in favor of extending the contract.

Jenny Alexander commented not in favor of extending the contract and is in favor of a shorter extension.

In response to Chairman Hansen, Ms. Ferrin confirmed the extension is for 6 months.

Supervisor Burroughs commented not in favor of extending the contract for the Chief Administrator.

In response to Supervisor Burroughs, Chairman Hansen confirmed Supervisor Burroughs perception on his no vote favor.

Supervisor Jones commented in support of a 6-month extension for the Chief Administrator.

Supervisor Nolen commented she will be abstaining from her vote.

RESULT: APPROVE
MOVER: Greg Jones
SECONDER: Tom Walker
AYES: Supervisor Jones, Supervisor Walker, and Chairperson Hansen
NAYS: Supervisor Burroughs, and Vice Chair Nolen
Enactment No: MISC. AGR 2025-033

33. ADMINISTRATION / PUBLIC WORKS - Chief Administrator Gabriel Hydrick 25-0067

a) AGREEMENT - Approval and authorization for the Chair to sign an Employment Agreement with James Simon for the position of Tehama County Road Commissioner, Director of Public Works, effective 10/12/24 through 10/11/28.

Personnel Director Coral Ferrin discussed the Public Works Director employment agreement.

In response to Supervisor Nolen, Ms. Ferrin discussed the master salary schedule and range for Step 5 on the website.

Sharon Novak commented not in favor of the contract.

In response to Supervisor Nolen, Ms. Ferrin explained the comp study implementation for Department Head contracts.

Louise Wilkinson commented not in favor of the contract.

Jenny Alexander commented on page 2, section 3 of the contract and proposes an extension to the contract.

In response to Mrs. Alexander, Ms. Ferrin discussed the prior statement as inaccurate and discussed the standardized template for department head contracts.

Discussion took place regarding City of Anderson template used in the documentation.

In response to Supervisor Nolen, the Supervisors confirmed there was a glitch in Supervisor Nolen's laptop regarding the documentation.

In response to Chairman Hansen, Mr. Plett confirmed the statutory requirements of the charter and code for Road Commissioner.

In response to Supervisor Nolen, Mr. Plett clarified the statutory provisions.

Motion made by Supervisor Walker to approve the contract as written. Seconded by Chairman Hansen.

Supervisor Jones addressed his discomfort with a 4-year contract and commented on Mr. Simon's stellar evaluation.

Discussion took place regarding Mr. Simon's evaluation and negotiation of his employment contract.

In response to Supervisor Jones, Mr. Plett explained the process of an alternative motion and advised against changing the contract term due to violation of charter code.

Discussion took place regarding the extension of the employment contract and re-assessment.

3:50 P.M. RECESS

3:54 P.M. RECONVENE

Alternate motion made by Supervisor Jones to table the employment agreement to 3/25/25. Seconded by Supervisor Nolen.

Supervisor Jones commented on consistency and confirmed this is not an indictment against Mr. Simon.

Chairman Hansen commented on the ripple effect regarding department head employment contract.

Supervisor Burroughs commented on the salary of this employment contract.

RESULT: TABLED

MOVER: Greg Jones

SECONDER: Pati Nolen

AYES: Supervisor Jones, Supervisor Burroughs, and Vice Chair Nolen

NAYS: Supervisor Walker, and Chairperson Hansen

Enactment No: MISC. AGR 2025-034

34. COMMITTEES & COMMISSIONS - Board of Supervisors

25-0080

a) Board discussion and appointment of 2025 Rural County Representatives of California (RCRC) Delegates and Alternates:

1) RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC) - Once Board member appointment as delegate and one Board member appointment as alternate, each for one year term to expire 1/8/26 (Incumbents: Moule / Alternate: Hansen).

2) RCRC GOLDEN STATE FINANCE AUTHORITY - One Board member as delegate and one Board member appointment as alternate, each for one year term to expire 1/8/26 (should be the same members appointed to RCRC) (Incumbents: Moule / Alternate: Hansen).

3) RCRC GOLDEN STATE CONNECT AUTHORITY - One Board member as delegate and one Board member appointment as alternate, each for one year term to expire 1/8/26 (should be the same members appointed to RCRC) (Incumbents: Moule / Alternate: Hansen).

Chairman Hansen recommends himself as the primary role for Rural County Representatives of California (RCRC) and Supervisor Jones as the alternate.

Motion made by Supervisor Nolen to accept the recommendations made by Chairman Hansen to appoint Chairman Hansen as the primary and Supervisor Jones as the alternate. Seconded by Supervisor Burroughs.

RESULT: APPROVE

MOVER: Pati Nolen

SECONDER: Rob Burroughs

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

b) Board discussion and confirmation of 2025 Rural County Representatives of California Delegates and Alternates:

1) RCRC ENVIRONMENTAL SERVICES JPA (ESJPA) - One Board member representative and one alternate delegate for no set term (Incumbents: Leach / Alternate: Rachel Ross-Donaldson).

Chairman Hansen recommends Supervisor Walker as the primary for Environmental Services JPA (ESJPA) representative and Organic Materials Program Coordinator Paul Freund as alternate.

Motion made by Supervisor Walker to accept the recommendations made by Chairman Hansen to appoint Supervisor Walker as primary for ESJPA and Mr. Freund as the

alternate. Seconded by Supervisor Jones.

RESULT: APPROVE

MOVER: Tom Walker

SECONDER: Greg Jones

AYES: Supervisor Jones, Supervisor Burroughs, Supervisor Walker, Vice Chair Nolen, and Chairperson Hansen

CLOSED SESSION

Sharon Novak made a comment to Chairman Hansen regarding Public Comment for Flood Control.

Jenny Alexander commented on Closed Session item number 35.

4:03 P.M. RECESS

4:55 P.M. RECONVENE

Supervisors Walker and Jones were absent for the remainder of the meeting.

REPORTABLE ACTIONS FROM CLOSED SESSION

35. CLOSED SESSION 25-0051 a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957) Title: Building Official

Report Out: Direction to staff.

36. CLOSED SESSION 25-0050 a) CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION (54956.9(d)(2) (one case))

Report Out: No reportable action.

37. CLOSED SESSION 25-0039 a) Liability Claims Pursuant to Government Code 54956.95 Claimant: Holly Dawley Agency claimed against: Tehama County

Report Out: 4-0, with one abstention, to reject the claim.

FUTURE AGENDA ITEMS

Supervisor Burroughs requested a presentation and possible action item to pursue implementation of phase one of the radio communication project (Consensus 3-0).

Supervisor Burroughs requested an informational presentation and discussion on previous step towards strategic plan (Consensus 3-0).

ADJOURN

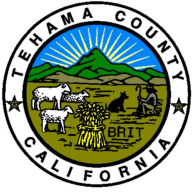
5:03 P.M. There being no further business before the Board, the meeting was adjourned.

ATTEST: February 1, 2025

APPROVED

Chairman of the Board
of Supervisors

SEAN HOUGHTBY, Clerk
of the Board of Supervisors
by _____ Deputy



Tehama County

Agenda Request Form

File #: 25-0135

Agenda Date: 2/11/2025

Agenda #: 12.

SOLID WASTE / PERSONNEL - Acting Agency Manager Paul Freund

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint the applicant as a Recycling Program Analyst II, Range 33, Step D, effective upon successful completion of all pre-employment requirements

Financial Impact:

The Agency has the necessary funds for this position through salary savings from this position being vacant for nearly four months and the Agency Manager position being vacant for more than two months.

Background Information:

The candidate has nearly six years of experience developing, promoting and coordinating public education programs, with almost three and a half years of that being within a solid waste management program. They also have knowledge of various solid waste regulations, including AB 341, AB 1826 and SB 1383. With this experience and knowledge, they should be able to plug into the Agency's programs with little effort.

If the requested action is not approved, the Agency will lose the opportunity to hire a highly qualified applicant in this position. The Agency has been recruiting since October 2024 and is currently operating at 25% staffing.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 33, Step D upon successful completion of all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

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

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

FROM:

TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Recycling Program Analyst II at other than "A" step.

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

1. \$ 28.12 Step A Request: \$ 32.55 Step D

2. Total applications received during recruitment for this position: 28
 Total number of "qualified" applicants: 4

3. Justification for requesting higher step than A:

The candidate has nearly six years of experience developing, promoting and coordinating public education programs, with almost three and a half years of that being within a solid waste management program. They also have knowledge of various solid waste regulations, including AB 341, AB 1826 and SB 1383. With this experience and knowledge, they should be able to plug into the Agency's programs with little effort.

4. How has the Department budgeted for this additional cost?

The Agency has the necessary funds for this position through salary savings from this position being vacant for nearly four months and the Agency Manager position being vacant for more than two months.


 Department Head Signature



Tehama County

Agenda Request Form

File #: 25-0127

Agenda Date: 2/11/2025

Agenda #: 13.

TRANSPORTATION COMMISSION - Deputy Director Jessica Riske-Gomez

Requested Action(s)

a) INFORMATIONAL PRESENTATION - From Tehama County Transportation Commission and Public Works regarding Lake California Drive Reconstruction Project

Financial Impact:

None.

Background Information:

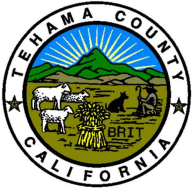
Lake California, developed in the early 1970s, faces significant safety and connectivity challenges due to its outdated road design. Serving over 4,000 residents across a rural community of almost 6,000 acres, the single-access, narrow road lacks modern infrastructure to ensure the safety of non-motorized traffic and emergency response efficiency.

Thanks to \$6.5 million in Community Project Funding/Congressionally Directed Spending, this project is on its way to transforming the corridor by improving safety, mobility, and quality of life. To achieve a fully funded project, it has also been nominated by Local Transportation Commission staff for STIP Augmentation Funding, a critical step toward addressing key challenges.

The project will focus on creating a clear recovery zone, implementing complete streets elements to protect cyclists and pedestrians, and enhancing emergency vehicle access during critical incidents. Verified during the Systemic Safety Analysis Report, the corridor's hazards include limited shoulders, encroaching vegetation, fixed obstacles, and a lack of lighting, with 63.86% of collisions caused by object strikes. Emergency response times are significantly impacted by road closures during incidents, underscoring the urgency for these improvements.

Building on past planning efforts, including community outreach and regional studies like the 2010 General Plan and the ongoing Safety and Evacuation Routing study, the project reflects community priorities for safety, environmental sustainability, and preparedness for future challenges.

With the combined funding efforts, the Lake California Drive project is positioned to become a fully realized solution that enhances safety, improves quality of life, and strengthens connectivity for the community and the region.



Tehama County

Agenda Request Form

File #: 25-0024

Agenda Date: 2/11/2025

Agenda #: 14.

ENVIRONMENTAL HEALTH DEPARTMENT / CODE ENFORCEMENT - Code Enforcement Officers Clint Weston and Rob Robbins

Requested Action(s)

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: Estate of Juan Alatorre, deceased, Jorge Garcia c/o Isaias Alatorre
Site Address: 22620 Hawley Rd., Tehama County
APN: 089-220-032 (District 4)

Financial Impact:

None.

Background Information:

Tehama County Code Enforcement conducted an inspection of 22620 Hawley Rd., Tehama County, California, APN: 089-220-032 ("Premises") on 4/8/2024. The enforcing officers issued the following notices:

7/11/2023 Notice of Violation and Proposed Administrative Penalty for occupied recreational vehicles and non-operational/unregistered vehicles. CE23-118

11/4/2024 Notice to Abate Public Nuisance and Administrative Order to Show Cause" for occupied recreational vehicles and non-operational/unregistered vehicles. CE-24-49

The Notice alleged a public nuisance, existed on the Premises. Abatement of the nuisance was ordered as specified in the Notice.

On 12/19/2024, the Planning Commission acting as the Code Enforcement Hearing Board confirmed the condition of the property constitutes a public nuisance under Chapter 10.16; and adopted Resolution #22-04 declaring the existence of a Public Nuisance on the property and ordered the abatement thereof; and directed an itemized accounting of the costs incurred in abating the public nuisance.

TEHAMA COUNTY CODE ENFORCEMENT



633 Washington St., Room 36
Red Bluff, CA. 96080
Tehama County Courthouse Annex
Phone: (530) 527-8020

January 10, 2025

Juan Alatorree, Jorge Garcia
c/o Isaias Alatorre
8513 Eakins Dr.
Bakersfield CA 93311

RE: 22620 Hawley Rd., Tehama County
CE-24-49, Abatement Notice

Dear Property Owners,

Attached is resolution #24-04 which was adopted by the Planning Commission on December 19, 2024.

This resolution will be presented before the Board of Supervisors on January 28, 2025 for the Board of Supervisors to consider adopting.

Date: 1/28/2025

Time: 1:30 pm

Address: 727 Oak Street, Red Bluff, CA 96080 (Board of Supervisors Chambers)

Sincerely,

A handwritten signature in blue ink that reads "Julie Benson".

Julie Benson
Code Compliance Coordinator

RESOLUTION NO. # 24-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF TEHAMA RECOMMENDING THE AFFIRMATION OF THE DETERMINATIONS OF THE ENFORCING OFFICER REGARDING THE EXISTENCE OF A PUBLIC NUISANCE ON THE PROPERTY LOCATED AT:

Owner: Estate of Juan Alatorre, deceased, Jorge Garcia
c/o Isaias Alatorre
Site Address: 22620 Hawley Rd., Chico
APN: 089-220-032

WHEREAS, Tehama County Code section 10.16.020, subdivision (E) provides that any use of land, building, or premises established, operated, or maintained contrary to the provisions of this code or state law constitutes a public nuisance; and

WHEREAS, Tehama County Code section 17.78.020, provides that any building set up, erected, built, moved or maintained and /or any use of property contrary to the provision of this title shall be unlawful and a public nuisance; and

WHEREAS, Tehama County Code section 10.16.020, subdivision (F)(1)-(5) provides that any condition, including intermingled personal property, constitutes a visual blight; and

WHEREAS, Tehama County Code Section 10.16.060, authorizes the enforcing officer to issue and serve a "Notice to Abate Public Nuisance and Administrative Order to Show Cause" ("Notice") in accordance with Tehama County Code sections 10.16.070 and 10.16.080 in order to commence abatement proceedings under Chapter 10.16 of the Tehama County Code; and

WHEREAS, under Tehama County Code Section 10.16.100, the Tehama County Planning Commission shall hold an administrative hearing, not less than fifteen (15) calendar days after service of the Notice, to determine whether the conditions existing on the property subject to the Notice constitute a nuisance under Chapter 10.16 of the Tehama County Code, or whether there is any other good cause why those conditions should not be abated; and

WHEREAS, on 11/4/2024, the Tehama County Code Enforcement Officer, Ron Robbins, issued and served, by posting and certified mailing, a Notice in accordance with Tehama County Code section 10.16.080 upon the owner(s) and occupant(s) of 22620 Hawley Rd., Chico, CALIFORNIA, (APN: 089-220-032) ("Premises"); and

WHEREAS, the Notice complied with all relevant provisions of Chapter 10.16; and

WHEREAS, pursuant to Tehama County Code section 10.16.070, the Notice advised that an administrative hearing before the Tehama County Planning Commission was set for 12/19/2024, in accordance with Tehama County Code section 10.16.100. and

WHEREAS, the Enforcing Officer appeared before the Tehama County Planning Commission, testified, and presented documentary evidence:

WHEREAS, on 12/19/2024 the Tehama County Planning Commission conducted a duly noticed hearing, and heard and considered the evidence presented by the enforcing officer and other interested persons; and

NOW THEREFORE BE IT RESOLVED that the Tehama County Planning Commission hereby finds and declares that:

1. The foregoing recitals are true and correct; and
2. The public nuisances did exist on the Premises constituted an immediate threat to public health, safety, and/or welfare, and was not properly abated in accordance with Tehama County Code Section 10.16.040, subdivision (E) of the Tehama County Code.

BE IT FURTHER RESOLVED that the Tehama County Planning Commission hereby recommends that:

1. The "Notice to Abate Public Nuisance and Administrative Order to Show Cause" issued by the enforcing officer on 11/4/2024 be affirmed in full; and
2. Pursuant to Tehama County Code section 10.16.020, subdivision (E) the use of the premises is in violation of the zoning code and constitutes a public nuisance and shall be abated by the owner and/or occupant; and
3. The enforcing officer shall present to the Tehama County Board of Supervisors, pursuant to Tehama County Code section 10.16.150, an itemized account of the costs incurred by the County to abate the nuisance, to be charged against the Premises and against each person who causes, permits, suffers, or maintains the public nuisance to exist, in accordance with the provisions of Chapter 10.16 of the Tehama County Code.

The Clerk of the Tehama County Planning Commission shall promptly transmit this Recommended Decision ("Recommendation") to the Tehama County Board of Supervisors to adopt without further notice of hearing, or to set for de novo hearing. The Decision of the Tehama County Board of Supervisors shall be final and conclusive.

The foregoing resolution was offered on a motion by Planning Commissioner Jones, seconded by Planning Commissioner Turnbull, and carried by the following vote of the Planning Commission:

AYES: Turnbull, Jones, Halpin, King

NOES: None

ABSENT OR NOT VOTING: Bookout


CHAIRPERSON, Planning Commission

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, Melinda Touvell, Administrative Secretary for the Tehama County Planning Department and ex-officio Clerk of the Planning Commission 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 adopted by said Planning Commission on the 19th day of December, 2024.

DATED: This 20th day of December, 2024.

Melinda Touvell, Administrative Secretary for the Tehama County Planning Department and ex-officio Clerk of the Planning Commission of the County of Tehama.

By Melinda Touvell



Notice of Violation and Proposed Administrative Penalty,
Notice to Abate Public Nuisance and
Administrative Order to Show Cause
PUBLIC NUISANCE
(Tehama County Code chapter 10.16)

DATE OF NOTICE: 11/4/2024

Case No. CE-24-49

Property Owner Name and Last Known Address:

Juan Alatorre and Jorge Garcia
Isaias Alatorre
8513 Eakins Dr.
Bakersfield CA 93311

Occupant:

All occupants at this site address

Site Address:
22620 Hawley Rd., Chico

Assessor's Parcel Number:
089-220-032

Enforcing Officer:
R. Robbins

Inspection Date:
4/8/2024

YOU ARE HEREBY NOTIFIED that the Tehama County Code Enforcing Officer has determined that the following conditions existing on the above premises constitute a public nuisance under Tehama County Code section 10.16.020.

- Any use of land, buildings, or premises established, operated, or maintained contrary to the provisions of any provision of this code or state law. (Tehama County Code section 10.16.020, subd. (E).)

17.78.020 tcc: Unlawful acts (Zoning Violation)

Currently there exists multiple recreational vehicles being used for human occupancy on the mentioned parcel.

You must discontinue the use of recreational vehicles for human occupancy and remove all recreational vehicles from the mentioned parcel, due to the parcel being unimproved and not having permitted use.

10.16.050 tcc: Duty of property owners and occupants (Public Nuisance); F-3. Abandoned, wrecked, disabled, dismantled or inoperative vehicles or parts thereof except inoperative vehicles that are not abandoned, are either registered or are certified pursuant to Section 4604 of the California Vehicle Code, and are in a n active state of renovation or restoration

Currently there exists multiple unregistered / inoperable vehicles on the mentioned parcel.

You must remove all unregistered / inoperable vehicles from the mentioned parcel.

9.02.030 - Exceptions.

This chapter shall not apply to:

- A. A vehicle, or part thereof, which is completely enclosed within a building in a lawful manner where it is not visible from the highway or other public or private property;
- B. A vehicle, or part thereof, which is not completely enclosed within a building, but is at all times completely screened from unaided view from neighboring properties or public ways by



Notice of Violation and Proposed Administrative Penalty,
 Notice to Abate Public Nuisance and
 Administrative Order to Show Cause
PUBLIC NUISANCE
 (Tehama County Code chapter 10.16)

vegetation, solid wood or masonry fence, solid cover, or otherwise with the approval of the county vehicle abatement officer;

- C. A vehicle, or part thereof, which is at all times completely covered by a custom-fitted tarpaulin or similar covering; and
- D. A vehicle, or part thereof, which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler as defined by Vehicle Code Section 220, licensed vehicle dealer as defined in Vehicle Code Section 285, or a lawfully permitted junkyard as defined by Tehama County Code Section 17.04.320.
- E. Nothing in this section authorizes the maintenance of a public or private nuisance as defined under provision of law other than Chapter 10 (commencing with Section 22650) Division 11 of the Vehicle Code and this chapter. A vehicle cited for a seventy-two hour parking violation pursuant to Vehicle Code section 22651, subdivision (k), and a vehicle cited for expired registration longer than six months, pursuant to Vehicle Code section 22651, subdivision (o) constitute nuisances under the chapter, but are not subject to the noticing requirements herein, and shall be abated by the enforcing officer pursuant to the Vehicle Code.

YOU ARE REQUIRED TO ABATE THE PUBLIC NUISANCE BY: 11/14/2024

NOTICE IS FURTHER GIVEN:

Planning Commission Hearing:

Unless you abate the foregoing condition(s), a hearing will be held before the Tehama County Planning Commission to determine whether there is any good cause why the conditions should not be abated on:

DATE: 12/19/2024

TIME: 09:00 a.m.

ADDRESS: 727 Oak Street, Red Bluff, CA 96080 (Board of Supervisors Chambers)

YOU WILL BE GIVEN AN OPPORTUNITY to present evidence and elicit testimony regarding whether the condition(s) existing on the premises constitute a nuisance or whether there is any good cause why the said condition(s) should not be abated. **FAILURE TO APPEAR AND PRESENT EVIDENCE** at the Planning Commission Hearing will result in the Planning Commission's Recommended Decision ("Recommendation") based solely upon the evidence submitted by the enforcing officer. **FAILURE TO ATTEND THIS HEARING SHALL CONSTITUTE FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES.**

Abatement by Enforcing Officer:

If you do not abate the foregoing condition(s) or show good cause before the planning commission why the conditions should not be abated, the enforcing officer will abate the nuisance. The cost of abatement and the cost of administration may be made a special assessment added to the County tax roll and become an abatement lien on the premises or be collected from the responsible parties on the County's unsecured tax roll.

THE NUISANCE CREATED BY THESE CONDITIONS MUST BE ABATED BY: November 14, 2024

In order to avoid any administrative penalty, you must abate the foregoing condition(s) and contact Code Enforcement at (530) 527-8020 so that the abatement may be confirmed.



Notice of Violation and Proposed Administrative Penalty,
Notice to Abate Public Nuisance and
Administrative Order to Show Cause
PUBLIC NUISANCE
(Tehama County Code chapter 10.16)

Penalty

Administrative Penalty:

If the nuisance has not been confirmed to be abated by the Enforcing Officer within **10 DAYS OF THIS NOTICE** an administrative penalty of up to \$1000.00 per day, for each violation, shall begin to accrue and continue to accrue for up to 30 days.

Hearing:

The proposed administrative penalty may be contested by submitting a written request for a hearing before the Tehama County Planning Commission to the Department of Environmental Health (633 Washington St., Rm. 36, Red Bluff, CA 96080). Failure to request a hearing within thirty (30) days of date of this notice shall constitute a failure to exhaust administrative remedies and the administrative penalty shall become final and conclusive; as of the same date the administrative penalty is due and interest shall begin to accrue.

ATTENTION!

Daily Administrative Penalties of UP To \$1000 per day for each violation will begin accruing on November 15, 2024 and will continue until all condition(s) are met or 30 days, whichever is shorter. Scheduled Hearings to contest the amount of the proposed administrative penalty and appeals DO NOT stop any penalties from accruing.

11/4/2024

Date

Enforcing Officer

9589 0710 5270 1166 5799 25

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$



Sent To	Juan Alatorre and Jorge Garcia
Street and Apt. No., or POE	Isaias Alatorre
City, State, ZIP+4®	8513 Eakins Dr. Bakersfield CA 93311

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

RESOLUTION NO. # 24-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF TEHAMA RECOMMENDING THE AFFIRMATION OF THE DETERMINATIONS OF THE ENFORCING OFFICER REGARDING THE EXISTENCE OF A PUBLIC NUISANCE ON THE PROPERTY LOCATED AT:

**Owner: Estate of Juan Alatorre, deceased, Jorge Garcia
c/o Isaias Alatorre**
Site Address: 22620 Hawley Rd., Chico
APN: 089-220-032

WHEREAS, Tehama County Code section 10.16.020, subdivision (E) provides that any use of land, building, or premises established, operated, or maintained contrary to the provisions of this code or state law constitutes a public nuisance; and

WHEREAS, Tehama County Code section 17.78.020, provides that any building set up, erected, built, moved or maintained and /or any use of property contrary to the provision of this title shall be unlawful and a public nuisance; and

WHEREAS, Tehama County Code section 10.16.020, subdivision (F)(1)-(5) provides that any condition, including intermingled personal property, constitutes a visual blight; and

WHEREAS, Tehama County Code Section 10.16.060, authorizes the enforcing officer to issue and serve a "Notice to Abate Public Nuisance and Administrative Order to Show Cause" ("Notice") in accordance with Tehama County Code sections 10.16.070 and 10.16.080 in order to commence abatement proceedings under Chapter 10.16 of the Tehama County Code; and

WHEREAS, under Tehama County Code Section 10.16.100, the Tehama County Planning Commission shall hold an administrative hearing, not less than fifteen (15) calendar days after service of the Notice, to determine whether the conditions existing on the property subject to the Notice constitute a nuisance under Chapter 10.16 of the Tehama County Code, or whether there is any other good cause why those conditions should not be abated; and

WHEREAS, on 11/4/2024, the Tehama County Code Enforcement Officer, Ron Robbins, issued and served, by posting and certified mailing, a Notice in accordance with Tehama County Code section 10.16.080 upon the owner(s) and occupant(s) of **22620 Hawley Rd., Chico, CALIFORNIA, (APN: 089-220-032)** ("Premises"); and

WHEREAS, the Notice complied with all relevant provisions of Chapter 10.16; and

WHEREAS, pursuant to Tehama County Code section 10.16.070, the Notice advised that an administrative hearing before the Tehama County Planning Commission was set for 12/19/2024, in accordance with Tehama County Code section 10.16.100. and

WHEREAS, the Enforcing Officer appeared before the Tehama County Planning Commission, testified, and presented documentary evidence:

WHEREAS, on 12/19/2024 the Tehama County Planning Commission conducted a duly noticed hearing, and heard and considered the evidence presented by the enforcing officer and other interested persons; and

NOW THEREFORE BE IT RESOLVED that the Tehama County Planning Commission hereby finds and declares that:

1. The foregoing recitals are true and correct; and
2. The public nuisances did exist on the Premises constituted an immediate threat to public health, safety, and/or welfare, and was not properly abated in accordance with Tehama County Code Section 10.16.040, subdivision (E) of the Tehama County Code.

BE IT FURTHER RESOLVED that the Tehama County Planning Commission hereby recommends that:

1. The "Notice to Abate Public Nuisance and Administrative Order to Show Cause" issued by the enforcing officer on 11/4/2024 be affirmed in full; and
2. Pursuant to Tehama County Code section 10.16.020, subdivision (E) the use of the premises is in violation of the zoning code and constitutes a public nuisance and shall be abated by the owner and/or occupant; and
3. The enforcing officer shall present to the Tehama County Board of Supervisors, pursuant to Tehama County Code section 10.16.150, an itemized account of the costs incurred by the County to abate the nuisance, to be charged against the Premises and against each person who causes, permits, suffers, or maintains the public nuisance to exist, in accordance with the provisions of Chapter 10.16 of the Tehama County Code.

The Clerk of the Tehama County Planning Commission shall promptly transmit this Recommended Decision ("Recommendation") to the Tehama County Board of Supervisors to adopt without further notice of hearing, or to set for de novo hearing. The Decision of the Tehama County Board of Supervisors shall be final and conclusive.

The foregoing resolution was offered on a motion by Planning Commissioner Jones, seconded by Planning Commissioner Turnbull, and carried by the following vote of the Planning Commission:

AYES: Turnbull, Jones, Halpin, King

NOES: None

ABSENT OR NOT VOTING: Bookout


CHAIRPERSON, Planning Commission

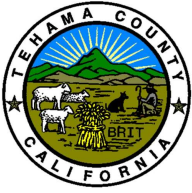
STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, Melinda Touvell, Administrative Secretary for the Tehama County Planning Department and ex-officio Clerk of the Planning Commission 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 adopted by said Planning Commission on the 19th day of December, 2024.

DATED: This 20th day of December, 2024.

Melinda Touvell, Administrative Secretary for the Tehama County Planning Department and ex-officio Clerk of the Planning Commission of the County of Tehama.

By Melinda Touvell



Tehama County

Agenda Request Form

File #: 25-0167

Agenda Date: 2/11/2025

Agenda #: 15.

ASSESSOR / PERSONNEL - Assessor Burley Phillips

Requested Action(s)

a) Request approval to waive the requirement for a pre-employment physical prior to appointment for one (1) Senior Assessment Clerk Extra-Help, effective 2/11/25

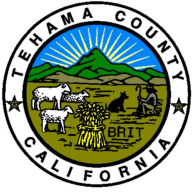
Financial Impact:

The funds for this position have been budgeted for FY 2024-25.

Background Information:

The Assessor is requesting the Board of Supervisor's approval to waive the pre-employment physical requirement for an Extra-Help Senior Assessment Clerk. The candidate is a retired annuitant who previously worked for Tehama County as a Senior Assessment Clerk in the Assessor's Office for more than 20 years and is returning in an Extra-Help capacity. The candidate retired in August 2024. This will be a temporary appointment anticipated through June 2025.

Permanent appointment will be contingent upon successful completion of Livescan results. If the above action is not approved, the County will lose the opportunity to hire a highly qualified applicant with the qualifications, experience, and knowledge necessary for this critical position. Personnel has reviewed the waiver of pre-employment physical request and recommends temporarily waving this requirement.



Tehama County

Agenda Request Form

File #: 25-0119

Agenda Date: 2/11/2025

Agenda #: 16.

HEALTH SERVICES AGENCY / PERSONNEL - Executive Director Jayme Bottke

Requested Action(s)

a) Request approval of the new classification specification of Health Services Agency Program Manager, within the Tehama County Management Employees Association (TCMEA), effective 2/11/25

b) RESOLUTION - Request adoption of a resolution amending Resolution 2024-080, the FY 2024/25 Position Allocation List (PAL), by adding 1.00 FTE Health Services Agency Program Manager, effective 2/11/25

Financial Impact:

The Department estimates the requested action would result in an annual increase of approximately \$174,310. If approved, this position will be fully funded by the Future of Public Health funding, resulting in no impact to the General Fund.

Background Information:

The Tehama County Health Services Agency is requesting approval for a new classification of Health Services Agency Program Manager. The reason for the request for the new classification is due to the current management structure in the Health Services Agency. It currently includes top and mid-level management, then goes directly to the supervisor level. There is no program-level management in place and this creates some undue burdens at both the Director and supervisor level. This also creates some quality control challenges when it comes to program management overall. All Health Services Agency centers have experienced an increase in either state or federal funded and unfunded mandates, which require additional duties including but not limited to productions of new reports, implementing program changes based on the data and oversight of those duties.

Over recent years, the agency has faced challenges with recruiting and retaining staff, including supervisory and mid-level managers. There are many contributing factors to this, but one of them is the increased burden that is felt by being unable to distribute responsibility and workload based on today's changing needs. Appropriate distribution and shared responsibilities keep employee morale up and helps minimize the risk of employees needing to work out of class.

If approved, this classification will be responsible for planning, supervising, evaluating and monitoring Health Agency programs and administrative functions. This would include managing daily work activities of a program or multiple programs, establishing performance levels, communicating goals and expectations, monitoring and reviewing work to ensure conformance with policies, procedures and standards for quality and timeliness, assisting in development of program budgets, overseeing and identifying program funding sources, preparing grants, and supervising, advising and evaluating the work of supervisory and administrative support staff.

The Department has worked with Personnel to determine salary placement based on internal salary relationships in the County and data compiled in a salary survey with the approved comparator counties. With this information, it is recommended that the Health Services Agency Program Manager be aligned with the CAA Program Manager (TCMEA Range 51). This salary placement is comparable with rates for Program Managers within our comparator counties.

If the classification is approved, the Department requests to amend their Position Allocation List (PAL) by adding one (1.00 FTE) Health Services Agency Program Manager allocation. Ongoing funding for this allocation will be paid for by the Future of Public Health Funds.

The TCMEA Bargaining Unit has been notified of the requested actions and an agreement has been reached.

TEHAMA COUNTY HEALTH SERVICES AGENCY



Interoffice Memo

Date: 12/12/2024

To: Coral Ferrin
Personnel Director

From: Jayme Bottke
Executive Director

RE: Proposed New Health Services Agency Program Manager

The Tehama County Health Services Agency (TCHSA) is requesting approval for a new Health Services Agency Program Manager classification specification. The creation of this new class specification is predicated on the necessity of having a program manager position within the agency. The current management structure in the Health Services Agency includes top and mid-level management and then goes directly to supervisor level. There is no program level management in place, and this ends up creating some undue burdens at both the Director and Supervisor level. This also can create some quality control challenges when it comes to program management overall. As an agency all of our centers have experienced an increase in either state or federal funded and unfunded mandates. These increases require additional duties including but not limited to production of new reports, implementing program changes based on the data and oversight of those duties.

Over recent years, the agency has experienced challenges recruiting and retaining staff, including supervisory and mid-level managers. While there are many contributing factors to that, one of them is the increased burden that is felt by not being able to distribute responsibility and workload based on today's changing needs. Appropriate distribution and shared responsibilities, keeps employee morale up and minimizes the risk of people working out of class.

- The Health Services Agency Program Manager will be responsible for planning, supervising, evaluating and monitoring health agency programs and administrative functions. Examples of duties would include:
 - 1) Manage the daily work activities of a program or multiple programs, directly or through subordinate supervisors, by establishing performance levels, communicating goals and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness;

- 2) Assist in development of program budgets by reviewing cost estimates and projections and ensuring ongoing monitoring of expenditures to ensure compliance with budget provisions;
- 3) Oversee and identify program funding sources and prepares grant applications and proposals to secure funding; monitors grant funding to ensure compliance with funding agency requirements;
- 4) Supervise, advise, consults and evaluates the work of supervisory and administrative support staff in order to ensure effective center operations and quality client services and care.

I would recommend the new Health Services Agency Program Manager position level of pay be set at the rate of the CAA Program Manager that already exists in the county structure (TCMEA Range 51). This is competitive with both Shasta and Butte County rates for Program Manager.

Tehama County Health Services Agency Public Health Program Manager Financial Implications						
	Bargaining Unit	Proposed Range	FTE Budget Unit # 40121	Total Annual Salary & Benefits @ Step A	Total Annual Salary & Benefits @ Step E	Total Annual Maximum Increased Cost
Public Health Program Manager	TCMEA	51	1.00	\$147,696	\$174,310	\$174,310
Total Additional Cost / Year				\$147,696	\$174,310	\$174,310
Funding Source Future of Public Health Funding						
This position will be paid for with the Future of Public Health funding. There are no County General Fund dollars included in these costs.						

Thank you for your consideration of this proposal.



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 2024-080, the 2024-25** Position Allocation List, as follows:

DEPARTMENT (BUDGET)/POSITION	ALLOCATION		RANGE		EFFECTIVE DATE
	From	To	From	To	

HEALTH SERVICES AGENCY (40121)

Health Services Agency Program Manager	0.00	1.00	-	51	2/11/25
--	------	------	---	----	---------

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. _____



TITLE: HEALTH SERVICES AGENCY PROGRAM MANAGER

FLSA: Exempt

BOARD APPROVED:

BARGAINING UNIT: Mgmt.

DEFINITION

Under direction, the Program Manager plans, organizes, and manages the work of staff who provide oversight to health service programs that provides prevention and direct services to targeted populations within the County. Provides leadership in organizing and managing multiple department programs.

SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from assigned management personnel. A Program Manager provides direct supervision of assigned department supervisory and support staff, and to other staff as assigned.

CLASS CHARACTERISTICS

The Program Manager serves in a first-level managerial capacity and assumes authority over activities and operations under their area of responsibility. The Program Manager classification differs from the next higher level director classifications in that the later typically have responsibility for multiple administrative and staff services work in area such as personnel, administrative analysis, accounting, auditing, budgeting, or data processing in the department or for a single center where two or more subordinate levels of supervision exist.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

- Manage the daily work activities of a program or multiple programs, directly or through subordinate supervisors, by establishing performance levels, communicating goals and performance expectations, and monitoring and reviewing work to ensure conformance to established policies and procedures, and standards for quality and timeliness.
- Assess service delivery to communicate findings to upper management, implement changes to improve efficiency and service quality, maximize effectiveness of program operations, and ensure alignment with the agency's mission.
- Ensure programs or work units are staffed with qualified individuals by resolving performance problems, documenting performance according to policy, training and developing staff, and assisting in the selection, hiring, and promotion of staff.
- Interpret laws and regulations, including new laws and proposed legislation, to determine relevancy to department operations and services, and assess program compliance with laws and regulations.
- Assess the need for changes to policies or programs based on initiatives to improve services, new services or program modifications, and opportunities for cross-collaboration of program areas.

- Serve as an internal technical expert regarding program matters by providing consultation and guidance to staff, subordinate supervisors, managers, and executive staff.
- Serve as an external technical expert by providing consultation regarding program, legal, or policy matters to external entities such as County department managers or administrators, State departments, Board of Supervisors, advisory boards, and advocacy groups.
- Work collaboratively with personnel of other agencies, community groups, contractors, and other public and private organizations to determine needs for services, and coordinate shared services or collaborative projects, or the provision of services by contracted agencies.
- Research, write and apply for various grants, administer grant programs.
- Monitors operations and procedures; develops and/or approves recommendations for improving the operations and processes.
- Supervises, advises, consults with, and evaluates the work of supervisory, program and administrative support staff to ensure effective center operations and quality client services and care.
- Assist in development of program budgets by reviewing cost estimates and projections and ensuring ongoing monitoring of expenditures to ensure compliance with budget provisions;
- Oversee and identify program funding sources and prepares grant applications and proposals to secure funding; monitors grant funding to ensure compliance with funding agency requirements.
- Approves and manages center expenditures.
- Reviews, prepares and/or submits a variety of administrative, fiscal and technical reports.
- Receives and responds to inquiries, concerns, and complaints regarding service delivery.
- Receives, verifies and otherwise manages payroll for assigned staff.
- Oversee personnel actions to determine compliance with policies and procedures and provides guidance to subordinate supervisors regarding personnel matters.
- Develop or revise policies and procedures to improve operational efficiency and effectiveness and assist higher level management in departmental strategic planning.
- Ensure that information regarding department services and policies is provided accurately and thoroughly to external parties and that all complaints are responded to appropriately and in a timely manner.
- Participate in and promote efforts to enhance cultural competency and equity within the Department.
- Perform other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Applicable Federal, State, County, Department and Division laws, regulations, policies and procedures
- Principles and practices of employee supervision, including planning and assigning work, conducting performance review and evaluation, discipline, and the training of staff in work procedures
- Principles and practices of program management including, planning, development, implementation, monitoring and evaluation
- Methods and techniques for communicating with diverse populations
- Emergency management principles
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly

- Current management and leadership techniques, performance appraisal methods, staff development and public administration
- Program development, administration, and service delivery related to the program or programs in the area of responsibility, which may include services to low-income, elderly and disabled
- Issues of diverse cultures and how they influence agency practices
- Time management, planning and scheduling technique
- Fiscal management principles
- Meeting facilitation and documentation of stakeholder participation
- Grant preparation and administration.
- Modern office practices, methods and computer equipment
- Record keeping principles and procedures
- Computer applications related to the work
- English usage, grammar, spelling, vocabulary, and punctuation
- Techniques for dealing effectively with and providing a high level of customer service to all individuals contacted in the course of work
- Project Management Techniques
- Community needs and resources related to preventative and direct health service delivery.
- Budgeting principles in order to develop, manage, and/or track budgets, budget allocations, and expenditures
- Philosophy of independent living, consumer empowerment, and consumer directed services, collaborative social change and diversity
- Concise business letter and report writing

Ability to:

- Select and supervise staff, provide training and development, make sure work is performed effectively, and evaluate performance in an objective and positive manner.
- Maintain awareness of the functioning and status of multiple work groups or program areas simultaneously.
- Analyze laws, regulations, and policies to ensure all programs and activities are in compliance.
- Identify, analyze, and evaluate situations or problems to determine appropriate courses of action.
- Apply knowledge of laws, regulations, and policies to decision making and problem solving to identify solutions and courses of action that are most appropriate or compliant.
- Communicate verbally, in person or by telephone, clearly and concisely with a variety of audiences.
- Effectively present information one on one and to groups with variety of audiences.
- Writing grants, researching funding opportunities and conducting fundraisers.
- Delegate work assignments and appropriate level of responsibility to employees to ensure the completion of work assignments and projects.
- Identify, analyze, and evaluate situations or problems to determine appropriate courses of action.
- Be flexible in adapting to changes in priorities or resources that impact pre-established timelines and courses of action.
- Read and understand complex written materials such as laws, proposed legislation, policies, reports etc. to interpret, explain, and apply.
- Write to ensure effective and clear communication and proper composition of reports, correspondence, email and other written communications.

- Review and edit documents written by others to ensure proper format, sentence structure, grammar and punctuation.
- Use a personal computer to input data, access information, and create materials and documents using a variety of software applications.
- React calmly and professionally in emergency, emotional, and stressful situations.
- Maintain high personal standards of ethics and integrity.
- Effectively represent the department.
- Effectively facilitate meetings.
- Establish and maintain cooperative working relationships with internal management and staff, and with a variety of external stakeholders Interact effectively with persons of different social, economic, and ethnic backgrounds.
- Work independently and as a team member.

Education and Experience:

Any combination of training and experience which would provide the required knowledge, skills and abilities is qualifying. Substitutions will be made on a year for year basis. A typical way to obtain the required qualifications would be:

- Bachelor's degree from an accredited college or university with major coursework in public or business administration, public health, nursing, behavioral or social sciences or a related field
- Three (3) years of professional program administrative experience in a field related to assigned area of responsibility, including one (1) year in a supervisory or management capacity
- Other combinations of education and experience may be considered.

License and Special Requirements:

- Requires a valid California driver's license.

PHYSICAL DEMANDS

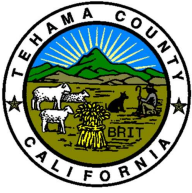
Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is partially a sedentary office classification; the job also involves field work requiring walking at site areas to monitor performance and to identify problems or hazards; standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects, up to 30 pounds, as necessary to perform job functions. Occasionally, while participating in public events, may be exposed to inclement weather conditions.

WORKING CONDITIONS

Employees work in an office environment or in the field with moderate noise levels, limited controlled temperature conditions, and potential exposure to hazardous physical substances.

Employees may be exposed to dust, scents, and fumes. Tasks may require exposure to illness/disease, work related stress and hostile clients. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.

**EQUAL OPPORTUNITY EMPLOYER / AMERICANS WITH DISABILITIES ACT
COMPLIANT / VETERANS' PREFERENCE POLICY / DRUG-FREE WORKPLACE**



Tehama County

Agenda Request Form

File #: 25-0147

Agenda Date: 2/11/2025

Agenda #: 17.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)

a) DONATION - Request to accept a donation in the amount of \$8,630.31 from Tehama County Sheriff's Team of Retired Seniors (STARS) to be put into Miscellaneous Revenue account (2027-471120) to be used for upfitting parts for the 2 New STARS Ford Mavericks

b) TRANSFER OF FUNDS - VEHICLES, B-29 - From Miscellaneous Revenue (2027-471120), to Contingency (2002-59000), \$8,630.31; and From Contingency (2002-59000), to Vehicles (2027-57605), \$8,630.31 **(Requires a 4/5's Vote)**

Financial Impact:

There is no financial impact on the General Fund. The Sheriff's Office is receiving all donation monies from STARS. STARS is a non-profit public benefit corporation and is not funded by the General Fund.

Background Information:

This donation has come from STARS. Upfitting a vehicle means to customize, or augment based on the needs of the vehicle's use. In this case, the STARS vehicles need to be upfitted with lights, sirens and communication equipment. The two new STARS Mavericks were approved by the Board of Supervisors on 12/3/2024.

The STARS Division encourages neighborhoods to form neighborhood watch groups to communicate with neighbors and citizens to become the eyes and ears of law enforcement. STARS provides seminars and talks on crime prevention techniques, provides extra patrol and house watches for vacationing homeowners and can offer rewards for crime information in Tehama County. It was the first organization of its type to file in California in December 1993.

BUDGET APPROPRIATION INCREASE REQUEST

DEPARTMENT NAME Sheriff

Auditor Number B-29

Date: 01/30/2025

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

Check one "Previous Year Revenue" "New Revenue"

Funding Source Miscellaneous Revenue funds received this year for the purpose of upfitting the 2 new STARS For Mavericks

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

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
2027	471120	Miscellaneous Revenue	\$ 8,630.31	2002	59000	Contingency	\$ 8,630.31
2002	59000	Contingency	\$ 8,630.31	2027	57605	Vehicles	\$ 8,630.31
Total Journal			\$ 17,260.62	Total Journal			\$ 17,260.62

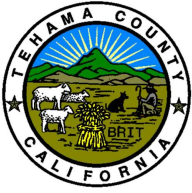
TRANSFER APPROVED

Ana Zamacena 01/30/2025

AUDITOR DATE

 1.29.2025
SIGNATURE OF REQUESTING OFFICIAL DATE

BOARD OF SUPERVISORS DATE



Tehama County

Agenda Request Form

File #: 25-0130

Agenda Date: 2/11/2025

Agenda #: 18.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Correctional Deputy, Range 32, Step 5, upon successful completion of all pre-employment requirements.

Financial Impact:

The funds for this position are currently budgeted in the FY 24/25, Budget Unit 2032.

Background Information:

The selected candidate brings a wealth of knowledge and experience they gained during their 17 years of employment with a local allied agency. During their time of employment, they worked as a jail training officer and received certificates for Standards & Trainings for Corrections (STC) and Correctional Officer Core Courses (COCC). They have also earned a certificate for Penal Code 832 Course in Arrest and Search and Seizure issued by California Commission of Peace Officers Standards and Training (POST).

The candidate has worked in the classification department and as a transportation deputy where they completed medical and prison transports. The candidate is proficient in criminal report writing and has experience in attending court to stand trial for the cases they completed reports for. A large portion of the candidate's experience has been spent working the jail floor that housed approximately 600 inmates. The combination of their training and experience justifies the increase to Step 5. The candidate's experience exceeds the minimum qualifications of the classification and justifies placement at Range 32, Step 5 with the Deputy Sheriffs' Association (DSA) Memorandum of Understanding (MOU).

The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 32, Step E upon successful completion of all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

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

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

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Correctional Deputy at other than "A" step.

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

1. \$ 27.43 Step 1 Request: \$ 33.35 Step 5
2. Total applications received during recruitment for this position: 18
Total number of "qualified" applicants: 2
3. Justification for requesting higher step than A:

The selected candidate brings a wealth of knowledge and experience they gained during their 17 years of employment with a local allied agency. During their time of employment, they worked as a jail training officer and received certificates for Standards & Trainings for Corrections (STC) and Correctional Officer Core Courses (COCC). They have also earned a certificate for Penal Code 832 Course in Arrest and Search and Seizure issued by California Commission of Peace Officers Standards and Training.

The candidate has worked in the classification department and as a transportation deputy where they completed medical and prison transports. The candidate is proficient in criminal report writing and has experience in attending court to stand trial for the cases they completed reports for. A large portion of the candidates experience has been spent working the jail floor that housed approximately 600 inmates.

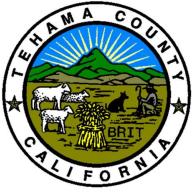
The combination of their training and experience justifies the increase to Step 5. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?

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



Department Head Signature



Tehama County

Agenda Request Form

File #: 25-0131

Agenda Date: 2/11/2025

Agenda #: 19.

SHERIFF / PERSONNEL - Sheriff Dave Kain

Requested Action(s)

a) OTHER THAN "A" STEP - Request approval to appoint applicant as Sheriff's Correctional Deputy, Range 32, Step 3, upon successful completion of all pre-employment requirements

Financial Impact:

The funds for this position are currently budgeted in the FY 24/25, Budget Unit 2032.

Background Information:

The selected candidate for this position is currently working for an allied agency. The candidate has been successfully enforcing the rules and regulations of the agency's facility for 2.5 years. They directly supervise the inmates while daily tasks and activities are being completed. The candidate completes daily safety checks for contraband in the common areas and inmates living quarters to ensure the safety and security of the facility.

The candidate has also worked as a transportation deputy where they completed medical transport and provided security for both the inmate and the public. The candidate made sure the inmate was receiving proper care and effectively communicated with the shift supervisor on medical updates while the inmate was outside of the facility. The candidate also prepared and issued reports on a variety of incidents that occurred within the supervised areas. The combination of their training and experience justifies the increase to Step 3. The candidate's experience exceeds the minimum qualifications of the classification and justifies placement at Range 32, Step 3 with the Deputy Sheriffs' Association (DSA) Memorandum of Understanding (MOU).

The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

The Personnel Office has reviewed the candidate's qualifications and is in agreement with placement at Salary Range 32, Step 3 upon successful completion of all pre-employment requirements.



OTHER THAN "A" STEP REQUEST

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

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

FROM: Jennifer Crane, Accountant I
TO: Board of Supervisors/Personnel Office

RE: Request to hire an applicant in the following classification:
Correctional Deputy at other than "A" step.

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

1. \$ 27.43 Step 1 Request: \$ 30.25 Step 3
2. Total applications received during recruitment for this position: 22
Total number of "qualified" applicants: 3

3. Justification for requesting higher step than A:

The selected candidate for this position is currently working for an allied agency. The candidate has been successfully enforcing the rules and regulations of the agency's facility for 2.5 years. They directly supervise the inmates while daily tasks and activities are being completed. The candidate completes daily safety checks for contraband in the common areas and inmates living quarters to ensure the safety and security of the facility.

The candidate has also worked as a transportation deputy where they completed medical transport and provided security for both the inmate and the public. The candidate made sure the inmate was receiving proper care and effectively communicated with the shift supervisor on medical updates while the inmate was outside of the facility. The candidate also prepared and issued reports on a variety of incidents that occurred within the supervised areas.

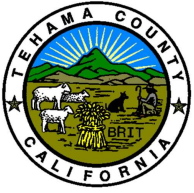
The combination of their training and experience justifies the increase to Step 3. The hiring of this employee is a benefit to the Tehama County Sheriff's Office and the community we serve.

4. How has the Department budgeted for this additional cost?

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



Department Head Signature



Tehama County

Agenda Request Form

File #: 25-0155

Agenda Date: 2/11/2025

Agenda #: 20.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: R.K. by and through a guardian ad litem

Agency claimed against: Tehama County

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 25-0156

Agenda Date: 2/11/2025

Agenda #: 21.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government code 54956.95

Claimant: C.K. by and through a guardian ad litem

Agency claimed against: Tehama County

Financial Impact:

None.

Background Information:

None.



Tehama County

Agenda Request Form

File #: 25-0171

Agenda Date: 2/11/2025

Agenda #: 22.

CLOSED SESSION

Requested Action(s)

a) PERSONNEL / PUBLIC EMPLOYEE APPOINTMENT OR EMPLOYMENT (Government Code Section 54957)

Title: Interim Director of Public Works

Financial Impact:

None.

Background Information:

None.