TEHAMA COUNTY BOARD OF SUPERVISORS

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

Gabriel Hydrick
Chief Administrator

Margaret Long
County Counsel

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

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

AGENDA FOR TUESDAY, APRIL 28, 2026

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

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

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

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

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

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

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

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

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

The Agenda is divided into two sections:

CONSENT AGENDA:

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

REGULAR AGENDA:

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

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

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

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

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

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

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

REPORTS OF MEETINGS ATTENDED INCLUDING AB1234

ANNOUNCEMENTS BY COUNTY DEPARTMENTS

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

CONSENT AGENDA

1. GENERAL WARRANT REGISTER - 4/05/26 - 4/11/26 **26-0598**

2. AUDITOR'S CLAIMS **26-0582**

a) Court Operations, 2026-53221, Manuel, Conard Manuel & Tescher, $48.00
b) Court Operations, 2026-53221, Manuel, Conard Manuel & Tescher, $1,058.00

3. AUDITOR'S CLAIMS **26-0590**

a) Auditor-Controller, 2009-555215, State Treasurer-Cash Management, $156,990.00
b) Auditor-Controller, 2009-555215, State Treasurer-Cash Management, $23,122.50

4. PUBLIC WORKS **26-0588**

a) TRANSFER OF FUNDS: PUBLIC WORKS, B-62 - From Road Fund Special Department Expense (3011-53280) to Vehicles (3011-57605), totaling $1,596.23 **(Requires a 4/5's vote)**

5. SOCIAL SERVICES **26-0591**

a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with JUMP Technology Services, LLC. for the purpose of an automated elder abuse care and dependent adult services system for Adult Protective Services with maximum compensation not to exceed $86,905.52, effective 7/1/26 through 6/30/29 *(Subject to receipt of required insurance documentation)*

6. TEHAMA COUNTY COMMUNITY ACTION AGENCY **26-0602**

a) AGREEMENT - Request approval and authorization for the Executive Director or

their designee to sign Subaward Amendment A25-0006-S008-A01 to Misc. Agree. 2025-323 with Chico State Enterprises, on behalf of the Area 3 Agency on Aging for the provision of the Meals on Wheels program, thereby increasing the maximum compensation amount from $413,835 to $428,687, effective 7/1/25 and shall terminate 6/30/26

7. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-0609**

a) AGREEMENT- Request approval and authorization for the Executive Director to sign Amendment No. 1 to the Misc. Agreement 2025-151 with Helios Healthcare, LLC dba Idylwood Care Center for the purpose of providing community mental health services for adults who have serious mental illness pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code, thereby amending the agreement to replace Exhibit B to reflect the facility's updated rates for fiscal year 26/27, with a maximum compensation amount not to exceed $600,000, effective 7/1/25, and shall terminate 6/30/28

8. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-0610**

a) AGREEMENT- Request approval and authorization for the Executive Director to sign Amendment No. 1 to the Misc. Agreement 2025-150 with Crestwood Behavioral Health, Inc. for the purpose of providing community mental health services to certain residents of Tehama County, thereby amending the Agreement to replace Exhibit B to reflect the facility's updated rates for fiscal year 26/27, with the maximum compensation not to exceed $3,600,000, effective 7/1/25 and shall terminate 6/30/28

9. HEALTH SERVICES AGENCY / MENTAL HEALTH **26-0612**

a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with Shasta-Tehama-Trinity Joint Community College District for placement of student interns for required clinical and/or observation experience in the Addiction Studies Program, effective 1/31/26 and shall terminate 12/31/28

10. HEALTH SERVICES AGENCY / PUBLIC HEALTH **26-0615**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Standard Agreement 25-10222 (Misc. Agree. 2025-287) with California Department of Public Health (CDPH), Women, Infants, and Children (WIC) Program, thereby shifting funds in fiscal years one, two, and three, and replacing Exhibit B, Attachment I, Budget Detail in its entirety, effective 10/1/25 and shall terminate 9/30/28

11. SHERIFF'S OFFICE **26-0605**

a) TRANSFER OF FUNDS: SHERIFF, B-63 - From CALAIM (2032-4505723), to Contingency (2002-59000), $8,472.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $8,472.50 **(Requires a 4/5's vote)**

12. COMMITTEES & COMMISSIONS **26-0637**

a) TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION (First 5 Tehama) - One (1) three-year appointment to fill the vacant Public at Large Representative term, with said new term to expire 3/26/29 (Interested Person: Alexis Ross)

b) TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION (First 5 Tehama) - One (1) three-year appointment to fill the expired term of Jennifer Torres as President/Chair, with new said term to expire 3/26/29 (Interested Person: Jennifer Torres)

13. BOARD OF SUPERVISORS **26-0608**

a) Request ratification of the Chair's signature and the submission of a comment letter regarding California Air Resources Board's (CARBs) Advanced Clean Fleets regulation during the 15-day comment period

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

14. TEHAMA COUNTY SANITATION DISTRICT NO.1 **26-0587**

a) Request approval of the claims paid January 1, 2026, through March 31, 2026, in the amount of $41,815.03

ADJOURN to reconvene as the Tehama County Board of Supervisors

REGULAR AGENDA

15. PUBLIC WORKS / SOCIAL SERVICES **26-0521**

a) Request approval of retirement awards to the following employees in recognition of their many years of faithful and dedicated service to the County of Tehama:

PUBLIC WORKS
1. John David Branscomb

SOCIAL SERVICES
1. Lupe Massie
2. Carol Backus

RECESS to convene as the Tehama County Air Pollution Control District

16. TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona **26-0607**

a) RESOLUTION - Request adoption of a Resolution approving the District's participation in the Carl Moyer State Reserve Program for Year 28, and authorize the Air Pollution Control Officer to sign the Year 28 Carl Moyer application

ADJOURN to reconvene as the Tehama County Board of Supervisors

17. AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson **26-0546**

a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with LSL, LLP, for the purpose of providing professional audit services with an amount not to exceed $442,420, effective 6/30/26 and terminating 6/30/30

18. SHERIFF'S OFFICE - Sheriff Dave Kain **26-0599**

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign Amendment No. 2 to Misc. Agree 2025-187, as amended by Misc. Agree 2025-034 with UBEO West, LLC, thereby increasing the maximum compensation payable not to exceed $35,000 for the first contract year, 4/22/25 through 4/21/26

10:00 A.M.

19. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM - Administrative Services Director Tom Provine 26-0579

a) PUBLIC HEARING - Conduct a Closeout Hearing for the 2023 Community Development Block Grant (CDBG) Parking Facilities Public Facilities and Improvements Grant, to review the Final Grantee Performance Report, and to review the past use of funds and program performance for the 23A-CDBG-20004 and 23A-CDBG-IH-20004-A1 contract

1) Review background of project and accomplishments
2) Open hearing
3) Receive public comments
4) Close hearing
5) Board questions and answers
6) Direct staff to submit required close out documents

20. BOARD OF SUPERVISORS 26-0617

a) Request approval and authorization for the Chair to sign and submit a letter of opposition to AB 2214 (Jackson) - Local Agency Investment Fund: Community Reinvestment Account

21. PUBLIC WORKS / PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick 26-0603

a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Danny Newton for the position of Director of Public Works, effective 7/1/26 through 6/30/30

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.

22. CLOSED SESSION **26-0463**

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

Title: Part One of the Chief Administrator Annual Performance Evaluation Process

23. CLOSED SESSION **26-0468**

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

Title: Senior Deputy County Counsel

24. CLOSED SESSION **26-0505**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

25. CLOSED SESSION **26-0506**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriffs Association

26. CLOSED SESSION **26-0507**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Probation Officers Association

27. CLOSED SESSION **26-0508**

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Management Employees Association

28. CLOSED SESSION **26-0585**

a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

29. CLOSED SESSION **26-0606**

a) ANTICIPATED LITIGATION - CONFERENCE WITH LEGAL COUNSEL - (Government Code Section 54956.9 subdivision (d)(2)) (one case)

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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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.

PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

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

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

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

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

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

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

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

Tehama County

Agenda Request Form

File #: 26-0598 **Agenda Date:** 4/28/2026 **Agenda #:** 1.

GENERAL WARRANT REGISTER - 4/05/26 - 4/11/26

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Apr 5, 2026 and Apr 11, 2026

Report Generated on: **Apr 13, 2026 7:33:28 AM**

Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
00000857	04/07/2026	100185	BEN'S TRUCK REPAIR INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	54560	$1,283.17
00000858	04/07/2026	101705	TEHAMA TIRE SERVICE	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$7,174.92
00000859	04/08/2026	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 54500	$332.93
00000860	04/08/2026	127715	DIESEL EMISSIONS SERVICE	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: C000452	$106.18
70887875	04/06/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/ SPECIAL SERV	$240.00
70887875	04/06/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$295.00
70887876	04/06/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/ SPECIAL SERV	$177.71
70887876	04/06/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$309.86
70887876	04/06/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/ SPECIAL SERV	$100.22
70887876	04/06/2026	112295	APEX TECHNOLOGY MANAGEMENT INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$62.21
70887878	04/06/2026	V000558	B & T CA LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$109.00
70887878	04/06/2026	V000558	B & T CA LLC	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	MAINTENANCE OF EQUIPMENT	$12.00
70887878	04/06/2026	V000558	B & T CA LLC	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	Auto maint.	$11.00
70887879	04/06/2026	V000930	BARNES WELDING SUPPLY	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	67883	$139.90
70887880	04/06/2026	100205	BOB'S TIRE CENTER	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	MAINTENANCE OF EQUIPMENT	$245.97

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70887881	04/06/2026	113992	CA WIC ASSOCIATION	112	HEALTH SERVICES	40121-53290	PUBLIC HEALTH	EMPLOYEE TRAVEL/TRAINING	$2,200.00
70887882	04/06/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC114	$148.07
70887882	04/06/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC61	$260.68
70887882	04/06/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	TC114	$53.35
70887882	04/06/2026	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	TC114	$53.35
70887883	04/06/2026	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	9757194	$3,003.12
70887883	04/06/2026	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	9757194	$3,003.12
70887883	04/06/2026	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	9757194	$3,003.09
70887883	04/06/2026	109928	CDW GOVERNMENT INC	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	9757194	$3,003.12
70887884	04/06/2026	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RE2798	$502.04
70887884	04/06/2026	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	RE2798	$72.27
70887884	04/06/2026	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40131-53250	MENTAL HEALTH	RE2798	$36.14
70887884	04/06/2026	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	RE2798	$371.52
70887884	04/06/2026	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RE2798	$559.67
70887885	04/06/2026	114169	CORRECTIONAL COUNSELING INC	112	HEALTH SERVICES	40171-53290	DRUG & ALCOHOL	EMPLOYEE TRAVEL/TRAINING	$171.09

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70887886	04/06/2026	126292	DOCS MEDICAL GROUP	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$840.00
70887886	04/06/2026	126292	DOCS MEDICAL GROUP	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	PROFESSIONAL/ SPECIAL SERV	$537.50
70887886	04/06/2026	126292	DOCS MEDICAL GROUP	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$262.50
70887886	04/06/2026	126292	DOCS MEDICAL GROUP	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	PROFESSIONAL/ SPECIAL SERV	$117.50
70887886	04/06/2026	126292	DOCS MEDICAL GROUP	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$117.50
70887887	04/06/2026	T0041614	ENTERPRISE RENT A CAR	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	41513859	$79.63
70887888	04/06/2026	V000857	EQUIFAX INC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	0210/ QBA-0165119429	$246.60
70887889	04/06/2026	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	4019-10094	$10.94
70887889	04/06/2026	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4019-10094	$3.94
70887889	04/06/2026	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	4019-10094	$37.66
70887889	04/06/2026	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	4019-10094	$3.95
70887890	04/06/2026	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4018-2756737-001	$72.01
70887891	04/06/2026	102806	HERITAGE OAKS HOSPITAL	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	10986620010S1C8552 SHORT DOYLE	$18,536.00
70887892	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH		$45.19
70887892	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH		$71.97
70887892	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH		$98.54

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70887892	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL		$116.30
70887892	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES		$82.75
70887892	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53270	TC SANITATION DI		$31.91
70887893	04/06/2026	127190	JAMES R COLES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PLHA 2023-26	$770.00
70887895	04/06/2026	106271	LANGUAGE LINE SERVICES INC	106	PUBLIC SAFETY	2032-53120	JAIL	Acc#9020101124	$63.97
70887895	04/06/2026	106271	LANGUAGE LINE SERVICES INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Acc#9020101124	$1,943.62
70887895	04/06/2026	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	Acc#9020101124	$37.63
70887895	04/06/2026	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	Acc#9020101124	$57.39
70887895	04/06/2026	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	Acc#9020101124	$48.92
70887898	04/06/2026	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	MAY 2026	$9,802.17
70887899	04/06/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1022-53220	TREASURER	89517192	$297.96
70887899	04/06/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	89517192	$297.96
70887900	04/06/2026	117534	ON LINE DATA EXCHANGE, LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	1015428	$34.00
70887901	04/06/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6021-53300	LIBRARY	5187236272-1	$107.17
70887903	04/06/2026	113673	POOR AND THE HOMELESS	112	HEALTH SERVICES	40131-55520	MENTAL HEALTH	CONTR TO OTHER AGENCIES	$432,656.79

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70887906	04/06/2026	134861	WEIST LAW	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	Annual Debt Transparency rep	$495.00
70887907	04/06/2026	132711	AMBER WOOLWINE	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	EMPLOYEE TRAVEL/TRAINING	$85.00
70887908	04/06/2026	V000577	FEICOM INC	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	OFFICE EXPENSE	$6,045.00
70887909	04/06/2026	112395	HOME DEPOT CREDIT SERVICES	605	TC SANITATION DI	60510-53140	TC SANITATION DI		$8.41
70887913	04/07/2026	V000958	ACCESS/RECORD XPRESS OF CALIFO	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CH001032	$1,253.82
70887914	04/07/2026	132709	ALSCO GEYER IRRIGATION INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$18.90
70887915	04/07/2026	100065	ALSCO INC	106	PUBLIC SAFETY	2031-53170	WORK FARM	20-8368	$71.83
70887916	04/07/2026	101233	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	248 134-7711 774 9	$4.46
70887917	04/07/2026	103939	AT&T	101	GENERAL FUND	2075-53120	OFFICE OF EMERG	9391066749	$248.51
70887917	04/07/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032842	$39.40
70887917	04/07/2026	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	9391032960	$95.53
70887917	04/07/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032841	$36.68
70887917	04/07/2026	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032926	$92.61
70887918	04/07/2026	V000558	B & T CA LLC	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	MAINTENANCE OF EQUIPMENT	$8.00
70887919	04/07/2026	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	76866	$585.00
70887920	04/07/2026	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	64-000010291-04	$540.00
70887921	04/07/2026	100249	BURTON'S FIRE INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	MAINTENANCE OF EQUIPMENT	$164.99

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70887922	04/07/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2062-53170	CODE/MARIJUANA E	TC27	$93.04
70887923	04/07/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	4030890001	$128.09
70887923	04/07/2026	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	4030900003	$49.34
70887924	04/07/2026	V000946	COLLETTI TECH LLC	106	PUBLIC SAFETY	2032-53280	JAIL	172034045	$11,400.21
70887924	04/07/2026	V000946	COLLETTI TECH LLC	106	PUBLIC SAFETY	2032-53280	JAIL	TEHAMA CO SHERIFFS	$557.56
70887926	04/07/2026	108456	CROWN MOTORS	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	137883	$1,765.09
70887927	04/07/2026	T0027247	DAY MANAGEMENT CORP. INC.	106	PUBLIC SAFETY	2027-53170	SHERIFF	11125699	$2,737.28
70887928	04/07/2026	104716	DIVERSIFIED SERVICES/COPY CENT	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	OFFICE EXPENSE	$73.00
70887929	04/07/2026	V000395	DUCOR TELEPHONE COMPANY	105	FIRE FUND	2042-53120	FIRE SCH C VOL	0000000510	$153.52
70887930	04/07/2026	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345	$1,165.20
70887931	04/07/2026	113113	GREEN WASTE OF TEHAMA	106	PUBLIC SAFETY	2032-53230	JAIL	10097	$25.31
70887931	04/07/2026	113113	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	4019-10248	$47.66
70887932	04/07/2026	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-199908	$128.21
70887932	04/07/2026	113244	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	4018-917140	$154.63
70887932	04/07/2026	113244	GREEN WASTE OF TEHAMA	113	CHILD SUPPORT	5015-53140	CHILD SUPPORT SE	4018-953069	$319.02
70887933	04/07/2026	106744	HINDERLITER, DE LLAMAS & ASSOC	101	GENERAL FUND	1021-53230	AUDITOR CONTROLL	Q/3 2025	$419.82
70887934	04/07/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	30738	$106.95
70887934	04/07/2026	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	32945	$325.00
70887935	04/07/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	6097	$552.70

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70887935	04/07/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038	$387.34
70887935	04/07/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038	$511.44
70887935	04/07/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038	$590.37
70887935	04/07/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038	$613.18
70887935	04/07/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038	$15,366.83
70887935	04/07/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038	$245.00
70887935	04/07/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038	$1,310.61
70887935	04/07/2026	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038	$1,805.47
70887936	04/07/2026	107605	INTAB INC	101	GENERAL FUND	1052-53220	ELECTIONS	Cust #60848	$889.38
70887937	04/07/2026	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2027-53220	SHERIFF	TCSO	$79.00
70887938	04/07/2026	V000021	KALMIKOV ENTERPRISES INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	1465	$2,232.10
70887939	04/07/2026	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363	$559.42
70887940	04/07/2026	106271	LANGUAGE LINE SERVICES INC	106	PUBLIC SAFETY	2032-53120	JAIL	Acc#9020101124	$53.61
70887940	04/07/2026	106271	LANGUAGE LINE SERVICES INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Acc#9020101124	$2,933.48
70887940	04/07/2026	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	Acc#9020101124	$47.03
70887940	04/07/2026	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	Acc#9020101124	$102.52
70887940	04/07/2026	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	Acc#9020101124	$25.39
70887941	04/07/2026	101470	LES SCHWAB TIRE CENTER	105	FIRE FUND	2042-53170	FIRE SCH C VOL	603-00585	$73.98

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70887942	04/07/2026	120101	MANDI SELVESTER	101	GENERAL FUND	1052-53230	ELECTIONS	PROFESSIONAL/ SPECIAL SERV	$300.00
70887943	04/07/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	Assessor	$205.62
70887944	04/07/2026	101183	NORTH VALLEY DISTRIBUTING	101	GENERAL FUND	2072-53170	SHERIFF - CORONE	427	$25.96
70887945	04/07/2026	121129	NORTHRIDGE EYE CARE	106	PUBLIC SAFETY	20321-532397	JAIL - HEALTH SE	121075	$660.00
70887946	04/07/2026	113380	OFFICE DEPOT	101	GENERAL FUND	2071-53220	CLERK - RECORDER	Acct #89517192	$327.06
70887947	04/07/2026	133177	OFFICE DEPOT	106	PUBLIC SAFETY	2027-53800	SHERIFF	89517192	$2,005.69
70887948	04/07/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	20321-53220	JAIL - HEALTH SE	89517192	$20.13
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0548465545-0	$182.06
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	1149860088-8	$99.85
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3356470731-4	$116.43
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3385246924-7	$79.94
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	4888641880-4	$18.40
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	5554481127-0	$1,006.91
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	6535518462-6	$73.00
70887949	04/07/2026	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	9221579500-3	$1,352.97
70887950	04/07/2026	101241	PAINT MARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	R40475	$182.79
70887951	04/07/2026	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	2469	$265.75
70887952	04/07/2026	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960	$466.45
70887953	04/07/2026	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652	$454.92

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70887954	04/07/2026	101371	RED BLUFF GLASS COMPANY	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	MAINTENANCE OF EQUIPMENT	$407.87
70887954	04/07/2026	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	TEHAMA CO SHERIFFS	$1,285.52
70887955	04/07/2026	135299	REDDING SPINE AND SPORTS MEDIC	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	13539836A	$679.00
70887956	04/07/2026	102334	SATCOM GLOBAL INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	5028WCC	$187.35
70887957	04/07/2026	V000708	SHANNON LAMBERT	106	PUBLIC SAFETY	2027-5323016	SHERIFF	TEHAMA CO SHERIFFS	$1,500.00
70887958	04/07/2026	134616	SOUTH AVENUE INC	105	FIRE FUND	2042-53140	FIRE SCH C VOL	HOUSEHOLD EXPENSE	$3.22
70887959	04/07/2026	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	36010139735S1C8405	$1,327.20
70887960	04/07/2026	125408	STATE OF CALIFORNIA	105	FIRE FUND	2042-53230	FIRE SCH C VOL	J3182	$465.08
70887961	04/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919	$1,634.92
70887961	04/07/2026	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919	$77.58
70887962	04/07/2026	122810	TRANSUNION RISK	106	PUBLIC SAFETY	2027-53230	SHERIFF	859113	$160.00
70887963	04/07/2026	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715	$1,514.60
70887964	04/07/2026	101798	VALLEY VETERINARY CLINIC	106	PUBLIC SAFETY	2029-53230	SHERIFF ANIMAL R	220569	$1,227.40
70887965	04/07/2026	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00001	$307.06
70887965	04/07/2026	117079	VERIZON WIRELESS	105	FIRE FUND	2042-53120	FIRE SCH C VOL	870692054-00002	$84.41
70887966	04/07/2026	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000	$97.62
70887967	04/07/2026	113681	WORLD TELECOM INC	101	GENERAL FUND	2071-53230	CLERK - RECORDER	PROFESSIONAL/ SPECIAL SERV	$156.25
70887979	04/07/2026	107757	PAMELA GONZALEZ	106	PUBLIC SAFETY	2037-53290	PROBATION	CONF 42357SG156878	$501.90
70887979	04/07/2026	107757	PAMELA GONZALEZ	106	PUBLIC SAFETY	2037-53290	PROBATION	MEALS	$265.00

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70887986	04/08/2026	107355	AIRGAS USA LLC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	Acct: 2144002	$316.05
70887987	04/08/2026	132709	ALSCO GEYER IRRIGATION INC	102	ROAD FUND	3011-53180	ROAD DEPARTMENT	Acct: 301462	$118.24
70887988	04/08/2026	135787	AMN HEALTHCARE LOCUM TENENS IN	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$6,016.00
70887989	04/08/2026	132507	ARS AUTO INC	101	GENERAL FUND	2062-53170	CODE/MARIJUANA E	MAINTENANCE OF EQUIPMENT	$190.00
70887990	04/08/2026	103939	AT&T	101	GENERAL FUND	1023-53120	ASSESSOR	9391032897	$31.91
70887991	04/08/2026	V000558	B & T CA LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	CAA March 26	$23.00
70887992	04/08/2026	126211	BETH CHRISTINE JONES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	PROFESSIONAL/ SPECIAL SERV	$2,185.00
70887993	04/08/2026	127641	BHC FREMONT HOSPITAL, INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$130,620.00
70887994	04/08/2026	V000530	BLUE TRITON BRANDS INC	101	GENERAL FUND	4011-53210	ENVIRONMENTAL HE	8730224249	$79.94
70887995	04/08/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	TC57	$29.29
70887995	04/08/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2062-53170	CODE/MARIJUANA E	TC27	$86.48
70887995	04/08/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	4011-53170	ENVIRONMENTAL HE	TC27	$97.52
70887996	04/08/2026	111731	CASA SERENITY LLC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$25,947.00
70887997	04/08/2026	123035	CHICO STATE ENTERPRISES	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	007807	$2,400.00
70887998	04/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	Acct: 25704606	$33.30

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70887998	04/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704570	$36.32
70887998	04/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	Acct: 25704606	$14.13
70887998	04/08/2026	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 25704570	$33.89
70887999	04/08/2026	119546	CPI	112	HEALTH SERVICES	40251-53200	CLINIC SERVICES	MEMBERSHIPS & DUES	$200.00
70888000	04/08/2026	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$49,755.00
70888000	04/08/2026	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	INSTITUTE MENTAL DISEASE	$13,516.00
70888001	04/08/2026	111467	DAVIS GUEST HOME	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	SUPPORT & CARE OF PERSONS	$16,275.00
70888002	04/08/2026	126292	DOCS MEDICAL GROUP	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	TCPW	$195.00
70888003	04/08/2026	134195	DOKKEN ENGINEERING	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	On-call-Fema	$1,716.43
70888004	04/08/2026	133368	ECO MEDICAL INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	PROFESSIONAL/ SPECIAL SERV	$272.51
70888005	04/08/2026	136051	ELIOR INC	116	SENIOR NUTRITION	5063-53130	SENIOR NUTRITION	A7022	$4,200.00
70888006	04/08/2026	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	33751643	$1,034.23
70888006	04/08/2026	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	33751643	$5,926.33
70888006	04/08/2026	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	33751643	$3,119.51
70888007	04/08/2026	116178	FLEETPRIDE HEAVY DUTY PARTS &	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 5037446	$875.16

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70888008	04/08/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 65420	$1,328.80
70888008	04/08/2026	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: 65420	$139.38
70888009	04/08/2026	100693	GERLINGER'S	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$3,400.35
70888010	04/08/2026	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-55543	CODE/MARIJUANA E	4019-10243	$1,391.69
70888011	04/08/2026	117067	HAL SYSTEMS CORP	101	GENERAL FUND	1023-53170	ASSESSOR	0326-Tehama/ Assessor	$3,538.42
70888011	04/08/2026	117067	HAL SYSTEMS CORP	101	GENERAL FUND	1026-53230	TAX COLLECTOR	0326-Tehama	$1,248.85
70888012	04/08/2026	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	MEDICAL/DENTAL LAB SUPPLY	$1,022.46
70888012	04/08/2026	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	MEDICAL/DENTAL LAB SUPPLY	$5,513.37
70888013	04/08/2026	102493	HUE & CRY SECURITY	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	5754	$42.00
70888014	04/08/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	2062-53291	CODE/MARIJUANA E	6176	$318.27
70888014	04/08/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	4011-53291	ENVIRONMENTAL HE	6012	$428.82
70888014	04/08/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	5062-53291	COMMUNITY ACTION	6238 CAA	$234.70
70888014	04/08/2026	136121	HUNT & SONS LLC	102	ROAD FUND	3011-53291	ROAD DEPARTMENT	Acct: 99524	$19,928.41
70888014	04/08/2026	136121	HUNT & SONS LLC	116	SENIOR NUTRITION	5063-53291	SENIOR NUTRITION	6238 MOW	$48.05
70888015	04/08/2026	100801	IMPRESSIVE PRINT	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	APPROVED BUDGET BOOKS 25/26	$975.03
70888016	04/08/2026	102715	JOEL SNOW DBA	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 9906	$149.67
70888017	04/08/2026	101699	JOHN W CORNELISON DBA	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$55.08
70888018	04/08/2026	102157	KENT R CARUSO PHD	101	GENERAL FUND	2021-53160	TRIAL JURORS & W	CASE # 25CR826	$2,000.00

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888019	04/08/2026	123948	LEXIS NEXIS RISK SOLUTIONS	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	1583916	$283.46
70888020	04/08/2026	127601	METROPOLITAN TRANSPORTATION CO	102	ROAD FUND	102-105580	ROAD FUND	TCPW	$5,205.49
70888020	04/08/2026	127601	METROPOLITAN TRANSPORTATION CO	102	ROAD FUND	3011-53200	ROAD DEPARTMENT	TCPW	$1,044.51
70888021	04/08/2026	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 2563014	$304.32
70888022	04/08/2026	101241	PAINT MARTS	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	Acct: R402610	$5.32
70888023	04/08/2026	V000971	RED BLUFF DAILY NEWS	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	95732	$945.06
70888025	04/08/2026	105400	RENTAL GUYS INC	102	ROAD FUND	3011-53250	ROAD DEPARTMENT	Acct: 27715	$132.60
70888026	04/08/2026	126499	SNOW MOUNTAIN NATURAL SPRING W	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	Acct: 000278	$1,244.52
70888027	04/08/2026	108976	STEVEN HILL DBA	101	GENERAL FUND	2062-532341	CODE/MARIJUANA E	NUISANCE ABATMENT EXP	$7,000.00
70888028	04/08/2026	125161	T AND S DVBE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	TCPW	$425.48
70888029	04/08/2026	115214	PAPE' TRUCKS INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	Acct: 7110448	$159.32
70888030	04/08/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	770720905-00045	$38.01
70888030	04/08/2026	117079	VERIZON WIRELESS	101	GENERAL FUND	4011-53120	ENVIRONMENTAL HE	770720905-00032	$35.12
70888031	04/08/2026	113681	WORLD TELECOM INC	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	PROFESSIONAL/ SPECIAL SERV	$673.19
70888034	04/08/2026	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	Acct: 9391032846	$31.91
70888034	04/08/2026	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	Acct: 9391032848	$31.91
70888034	04/08/2026	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	Acct: 9391032849	$357.30

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888038	04/08/2026	100439	CORNING FORD JEEP CHRYSLER DOD	101	GENERAL FUND	2061-57605	AGRICULTURE COMM	PO429157	$55,000.00
70888039	04/08/2026	T0042793	COUNTY RECORDERS' ASSN OF CALI	101	GENERAL FUND	2071-53220	CLERK - RECORDER	2026 DRIM Manual	$150.00
70888042	04/08/2026	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct: 1415	$83.50
70888042	04/08/2026	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct: 1415-1	$58.25
70888043	04/08/2026	142511	GRAINGER INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	Acct: 832564827	$665.10
70888045	04/08/2026	112395	HOME DEPOT CREDIT SERVICES	102	ROAD FUND	3011-53280	ROAD DEPARTMENT		$100.81
70888048	04/08/2026	133853	MARIA VIEYRA	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	MILEAGE REIMB-DAILY RUN	$16.66
70888051	04/08/2026	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	Acct: 5408033337-7	$3,245.48
70888058	04/09/2026	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	108957	$70.00
70888059	04/09/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$240.00
70888060	04/09/2026	100065	ALSCO INC	101	GENERAL FUND	7021-53606	PARKS & RECREATI	20-8320	$118.48
70888061	04/09/2026	103939	AT&T	101	GENERAL FUND	6031-53120	AGRICULTURAL EXT	9391032866	$164.00
70888062	04/09/2026	107169	BAY ALARM	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	530666	$503.70
70888062	04/09/2026	107169	BAY ALARM	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	530666	$850.00
70888063	04/09/2026	111995	BETTER CHOICES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$3,600.00
70888064	04/09/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53170	CLERK OF THE BOA	Acct #TC14	$30.27

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888064	04/09/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	ACCT# TC09	$85.86
70888064	04/09/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	ACCT#TC09	$208.47
70888064	04/09/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1052-53170	ELECTIONS	Acct #TC26	$215.28
70888064	04/09/2026	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2071-53170	CLERK - RECORDER	Acct #TC15	$72.96
70888065	04/09/2026	127735	FASTRAK INVOICE PROCESSING DEP	101	GENERAL FUND	6031-53291	AGRICULTURAL EXT	CA 1350063 FORD	$8.00
70888066	04/09/2026	134656	HUMBOLDT MOVING & STORAGE CO I	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	35410	$50.40
70888067	04/09/2026	136121	HUNT & SONS LLC	101	GENERAL FUND	6031-53291	AGRICULTURAL EXT	6003	$1,307.34
70888067	04/09/2026	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	6041	$2,381.19
70888068	04/09/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	6031-53170	AGRICULTURAL EXT	MAINTENANCE OF EQUIPMENT	$192.43
70888069	04/09/2026	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	ACCT# VET500	$164.93
70888070	04/09/2026	V000867	MATRIX CONSULTING GROUP LTD	101	GENERAL FUND	1105-53230	PROFESSIONAL COU	PROFESSIONAL/ SPECIAL SERV	$4,100.00
70888071	04/09/2026	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	#1026	$51.88
70888072	04/09/2026	133177	OFFICE DEPOT	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	89517192	$1,285.12
70888073	04/09/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1014-53220	COUNTY ADMINISTR	44149	$59.54
70888073	04/09/2026	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	5060-53220	VETERANS SERVICE	44149	$37.30

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888074	04/09/2026	130258	OMEGA LABORATORIES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$33.75
70888075	04/09/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	6031-53300	AGRICULTURAL EXT	8965479131-1	$462.53
70888075	04/09/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	4038481827-0	$28.19
70888076	04/09/2026	T0019780	PASKENTA COMMUNITY SERVICES DI	101	GENERAL FUND	7021-53300	PARKS & RECREATI	2183040126	$291.62
70888077	04/09/2026	110993	PERPETUAL STORAGE INC	101	GENERAL FUND	2071-53260	CLERK - RECORDER	RENT/LEASE OF BUILDINGS	$340.62
70888078	04/09/2026	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIPMENT	$4.88
70888079	04/09/2026	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	530145	$375.00
70888080	04/09/2026	120407	VERIZON BUSINESS	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	242826914-00001	$20.70
70888080	04/09/2026	120407	VERIZON BUSINESS	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	242826914-00001	$20.71
70888086	04/09/2026	106311	ENR	102	ROAD FUND	102-105580	ROAD FUND	Acct: 1107410411	$149.99
70888094	04/09/2026	123059	MAST ROOFING, INC	103	CAPITAL OUTLAY	1081-57591	PLANT ACQUISITIO	3254	$52,475.00
70888112	04/09/2026	101306	U S POSTAL SERVICE	101	GENERAL FUND	5062-53220	COMMUNITY ACTION	CAA PO BOX 8263 Annual Fee	$216.00
70888115	04/10/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	101	GENERAL FUND	5062-53230	COMMUNITY ACTION	PROFESSIONAL/ SPECIAL SERV	$715.00
70888115	04/10/2026	134185	AGILE OCCUPATIONAL MEDICINE PC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$1,695.00
70888117	04/10/2026	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391065139	$921.35
70888118	04/10/2026	V000092	BOUCHER LAW PC	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	INVESTIGATIONS	$133.50
70888119	04/10/2026	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER	$990.00

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888120	04/10/2026	100441	CORNING HEALTHCARE DISTRICT	108	SOCIAL SERVICES	5013-53260	SOCIAL SERVICES	APR 2026 RENT #1735	$7,437.32
70888120	04/10/2026	100441	CORNING HEALTHCARE DISTRICT	112	HEALTH SERVICES	40121-53260	PUBLIC HEALTH	APR 2026 RENT #1735	$2,431.07
70888120	04/10/2026	100441	CORNING HEALTHCARE DISTRICT	112	HEALTH SERVICES	40131-53260	MENTAL HEALTH	APR 2026 RENT #1735	$876.21
70888120	04/10/2026	100441	CORNING HEALTHCARE DISTRICT	112	HEALTH SERVICES	40171-53260	DRUG & ALCOHOL	APR 2026 RENT #1735	$876.21
70888121	04/10/2026	117602	DEPT OF FORESTRY & FIRE PROTEC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	177001	$3,240.00
70888123	04/10/2026	120882	DIGNITY HEALTH REG OFFICE-SAC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/ SPECIAL SERV	$300.00
70888124	04/10/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1014-53180	COUNTY ADMINISTR	MTCE STRUCT-IMPRV-GROUNDS	$245.10
70888124	04/10/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1025-53180	PURCHASING	MTCE STRUCT-IMPRV-GROUNDS	$51.30
70888124	04/10/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1031-53180	COUNTY COUNSEL	MTCE STRUCT-IMPRV-GROUNDS	$91.20
70888124	04/10/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1041-53180	PERSONNEL	MTCE STRUCT-IMPRV-GROUNDS	$68.40
70888124	04/10/2026	132919	ELEVATOR TECHNOLOGY INC	101	GENERAL FUND	1076-53180	PROPERTY PLANNIN	MTCE STRUCT-IMPRV-GROUNDS	$57.00
70888124	04/10/2026	132919	ELEVATOR TECHNOLOGY INC	107	RISK MANAGEMENT	1101-53180	RISK MANAGEMENT	MTCE STRUCT-IMPRV-GROUNDS	$57.00
70888125	04/10/2026	127756	EMPOWER TEHAMA	101	GENERAL FUND	1105-532334	PROFESSIONAL COU	QTR 2 FY 25/26	$4,298.25
70888126	04/10/2026	101699	JOHN W CORNELISON DBA	101	GENERAL FUND	1074-53180	FACILITIES MAINT	1 Passage L110 G1	$15.50

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888127	04/10/2026	132992	LOOKING GLASS MEDIA LLC	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PROFESSIONAL/ SPECIAL SERV	$488.00
70888128	04/10/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53301	GENERAL SERVICES	4908030240-6	$30,025.70
70888128	04/10/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-53302	GENERAL SERVICES	4908030240-6	$439.15
70888128	04/10/2026	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7031-53300	CORNING VETERANS	2856470763-7	$30.25
70888129	04/10/2026	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	9098	$260.00
70888132	04/10/2026	114627	TEHAMA SUPERIOR COURT	106	PUBLIC SAFETY	2030-53230	COURT SECURITY	5062542 QRT 3 25/26 SECURITY	$42,383.60
70888133	04/10/2026	122965	THE PLUMBING SHOP	101	GENERAL FUND	1074-53180	FACILITIES MAINT	1678	$18.23
70888133	04/10/2026	122965	THE PLUMBING SHOP	101	GENERAL FUND	1074-53180	FACILITIES MAINT	1679	$19.83
70888135	04/10/2026	123478	WILGUS FIRE CONTROL INC	103	CAPITAL OUTLAY	1081-57595	PLANT ACQUISITIO	39404	$4,393.25
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53110	FACILITIES MAINT		$11.75
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT		$83.62
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT		$336.76
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT		$284.37
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT		$351.72
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53602	PARKS & RECREATI		$16.63

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Check Number	Check Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Extended Amount
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53603	PARKS & RECREATI		$46.79
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53604	PARKS & RECREATI		$63.83
70888142	04/10/2026	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53607	PARKS & RECREATI		$7.06
70888144	04/10/2026	101231	PACIFIC GAS & ELECTRIC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	128883132	$11,127.87
70888146	04/10/2026	T0039142	PG&E	103	CAPITAL OUTLAY	1081-57515	PLANT ACQUISITIO	4878161	$57,579.30

Tehama County

Agenda Request Form

File #: 26-0582 **Agenda Date:** 4/28/2026 **Agenda #:** 2.

AUDITOR'S CLAIMS

Requested Action(s)

a) Court Operations, 2026-53221, Manuel, Conard Manuel & Tescher, $48.00
b) Court Operations, 2026-53221, Manuel, Conard Manuel & Tescher, $1,058.00

Financial Impact:

As Listed.

Background Information:

Click here to enter Background Info.

RECEIVED
MAR 25 2026
By

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

AUDITORS USE ONLY	
COUNTY CLAIM No:	
VENDOR No: V000976	KP & VERIFIED:

VENDOR: Manuel, Conard Manuel & Tescher
ADDRESS: 1300 Placer St. Ste. 200
Redding, CA 96001

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:

FUND / DEPT.	ACCT #	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	
2026	53221				$648
				24JV000033	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	$648
	Conflict Counsel		

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.

CLAIMANT [signature]

AUDITORS USE ONLY

I hereby certify that the above claim was examined and approved by this office.

KRISTA PETERSON
Auditor-Controller

By [signature] 4/9/26
Deputy County Auditor

BOARD OF SUPERVISORS

Approved.

Date

Chairman

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 [signature] 4/1/2026
Department Head or Authorized Signature / Date

RECEIVED
MAR 25 2026
By

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

AUDITORS USE ONLY
COUNTY CLAIM No:
VENDOR No. V000976 | KP & VERIFIED:

VENDOR: Manuel, Conard Manuel & Tescher
ADDRESS: 1308 Placer Street, Suite 200
Redding, CA 96001

PURCHASE ORDER / AGREEMENT No.:

DEPARTMENT:

FUND / DEPT.	ACCT #	PROJECT No.	ACCT. No.	WARRANT DESCRIPTION (25 positions)	
2026	53221				1,058.00
				25JV-00080	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	
	Invoice #18649 $48.00 Invoice # 18471 $192.00 Invoice #18556 $818.00 Total $1058.00 Appointment of Conflict Counsel		$1,058.00

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.

CLAIMANT

AUDITORS USE ONLY

I hereby certify that the above claim was examined and approved by this office.

KRISTA PETERSON
Auditor-Controller

By 4/9/26
Deputy County Auditor

BOARD OF SUPERVISORS

Approved.

Date

Chairman

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 4/1/2026
Department Head or Authorized Signature / Date

FORM A-121 (10/97)
bos\A-121 County Claim Template (1)

Tehama County

Agenda Request Form

File #: 26-0590 **Agenda Date:** 4/28/2026 **Agenda #:** 3.

AUDITOR'S CLAIMS

Requested Action(s)

a) Auditor-Controller, 2009-555215, State Treasurer-Cash Management, $156,990.00
b) Auditor-Controller, 2009-555215, State Treasurer-Cash Management, $23,122.50

Financial Impact:

As Listed.

Background Information:

Click here to enter Background Info.

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

AUDITORS USE ONLY	
COUNTY CLAIM No:	
VENDOR No: 101620	KP & VERIFIED:

CLAIMANT'S NAME STATE TREASURER-CASH MANGEMENT DIV
ADDRESS BOX 942809
SACRAMENTO, CA 94209
(Do not address if transaction is between County departments)

PURCHASE ORDER / AGREEMENT No.: NEEDS BOARD APPROVAL

DEPARTMENT: Trial Court Contribution

FUND / DEPT.	ACCT. No.	PROJECT No	ACCT. No.	WARRANT DESCRIPTION (25 positions)	AMOUNT
2009	555210			TEHAMA COUNTY GC77201 (b) (2)	$ 156,990.00
101	105580				
				PLEASE RETURN WARRANT TO FRAN	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	$156,990.00
4/9/2024	25% PAYMENT 4th INSTALLMENT 2024-25 Due Date: 5/1/26 REQUIRED BY AB233 CHAPTER 850 STATUTES OF 1997 WITH REDUCTIONS FOR AB139 & AB145 REQUIRED BY AB1759 CHAPTER 157 STATUTES OF 2003 #1 OF 4 2026-27 * Tehama County MOE Annual requirement of $627,958 Required by AB227 Chapter 383		

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.

CLAIMANT T Magee

AUDITORS USE ONLY
I hereby certify that the above claim was examined and approved by this office.
KRISTA PETERSON
Auditor-Controller
By
Deputy County Auditor

BOARD OF SUPERVISORS
Approved:
Date
Chairman

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 Tran Magee 4/9/26
Department Head or Authorized Signature / Date

COUNTY +A1:I38OF TEHAMA
STATE OF CALIFORNIA
CLAIM / AUTHORIZATION FOR RELEASE OF FUNDS

AUDITORS USE ONLY	
COUNTY CLAIM No:	
VENDOR No: 101620	KP & VERIFIED:

CLAIMANT'S NAME: STATE TREASURER-CASH MGMT DIV
ADDRESS: BOX 942809
SACRAMENTO, CA 94209
(Do not address if transaction is between County departments)

PURCHASE ORDER / AGREEMENT No.: NEEDS BOARD APPROVAL

DEPARTMENT: Trial Court Contribution

FUND / DEPT.	ACCT. No.	PROJECT No	ACCT. No.	WARRANT DESCRIPTION (25 positions)	AMOUNT
2009	555215			TEHAMA COUNTY GC70353(B)	$ 23,122.50
101	105580				
				PLEASE RETURN WARRANT TO FRAN	
				TOTAL	$23,122.50

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED
4/9/2025	1st Court Facilities Payment 2026/27 Pursuant to Trial Court Facilities Act of 2002 #1 of 4 2009 / 555215

Due Date: 7/1/26

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.

CLAIMANT F Magee

AUDITORS USE ONLY
I hereby certify that the above claim was examined and approved by this office. KRISTA PETERSON Auditor-Controller By Deputy County Auditor
BOARD OF SUPERVISORS
Approved: Date Chairman

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 Fran Magee 4/9/26
Department Head or Authorized Signature / Date

Tehama County

Agenda Request Form

File #: 26-0588 **Agenda Date:** 4/28/2026 **Agenda #:** 4.

PUBLIC WORKS

Requested Action(s)
a) TRANSFER OF FUNDS: PUBLIC WORKS, B-62 - From Road Fund Special Department Expense (3011-53280) to Vehicles (3011-57605), totaling $1,596.23
(Requires a 4/5's vote)
Financial Impact:
There is sufficient existing budget available in Road Fund - Special Department Expense (3011-53280) for this transfer, totaling $1,596.23.

Background Information:
Public Works is requesting this transfer due to higher than anticipated costs to upfit our new 2026 F-150 4x4.

Tehama County Auditor's Office

BUDGET APPROPRIATION TRANSFER REQUEST

Auditor Number: B-62

DEPARTMENT NAME: Road

Date: 04/10/2026

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

FROM				TO			
FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	FUND DEPT NO	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
3011	53280	Special Department Expense	$ 1,596.23	3011	57605	Vehicles	$ 1,596.23
		Reference Only	$ 1,596.23			Reference Only	$ 1,596.23

TRANSFER APPROVED

SANDRA PALMER 04/10/2026
AUDITOR

SIGNATURE OF REQUESTING OFFICIAL 4/9/26 DATE

BOARD OF SUPERVISORS

A-118 (4/03) wyp

Tehama County

Agenda Request Form

File #: 26-0591 **Agenda Date:** 4/28/2026 **Agenda #:** 5.

SOCIAL SERVICES

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director or Designee to sign the Agreement with JUMP Technology Services, LLC. for the purpose of an automated elder abuse care and dependent adult services system for Adult Protective Services with maximum compensation not to exceed $86,905.52, effective 7/1/26 through 6/30/29 *(Subject to receipt of required insurance documentation)*

Financial Impact:
Sufficient funds are included in the FY 26-27 budget in 5013-532300. Funding for this will come from a combination of Health & Welfare (1991) and County Local Revenue (2011) Realignment funds. There is no impact to the General Fund.

Background Information:
This is a renewal agreement. JUMP Technology Services provides the licensed software system, LEAPS. LEAPS is a case management software used by social workers, supervisors and support staff responsible for receiving, investigating, and managing reports of elderly and dependent adult abuse. Tehama County Adult Services has used the LEAPS software since 2016.

JUMP TECHNOLOGY SERVICES, LLC.
ENTERPRISE SUBSCRIPTION AGREEMENT

AGREEMENT #: _____

EFFECTIVE DATE: _____

EXPIRATION DATE: _____

This agreement is made between JUMP Technology Services, L.L.C. (hereafter referred to as JUMP Technology Services) and Tehama County Department of Social Services (hereafter referred to as Customer) and will become effective upon execution and will continue in effect until the services provided for herein have been performed or until terminated as provided herein. Each of JUMP Technology Services and Customer may be referred to herein individually as a "Party" and together as the "Parties." This Agreement, including the Schedules, supersedes all prior proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matter hereof; no modification or amendment to this Agreement shall be binding unless in writing and signed by representatives of both parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. Execution may be affected by delivery of email or facsimile of signature pages, which shall be deemed originals in all respects.

All Customer orders must be made by properly submitting completed Schedules signed by Customer and JUMP. All Schedules shall refer to this Agreement by number and will incorporate the terms of this Agreement.

The term of this agreement shall be from 07/01/2026 through 06/30/2029. The maximum amount of this contract shall not exceed $86,905.52.

Schedules

_____ Schedule A: Definitions

_____ Schedule B: Service Level Agreement

_____ Schedule C: Training

_____ Schedule D: Statement of Services

_____ Schedule E: Insurance

1 DEFINITIONS

Bolded terms used herein but not defined, have the meaning set forth in Schedule A.

2 LICENSED SOFTWARE

2.1 CUSTOMER will receive a personal, nonexclusive, and nontransferable license to use the Licensed Software and related documentation during the term designated on this Agreement.

2.2 Except for the rights expressly granted herein, this Agreement does not transfer from JUMP Technology Services to CUSTOMER any intellectual property and/or developed technology, and all right, title, and interest in and to such property/technology will remain solely with JUMP Technology Services. CUSTOMER shall supervise and approve access for all **Authorized Users** of the Licensed Software and shall prevent unauthorized access and use of the Licensed Software. CUSTOMER may not use any component of the System to provide services to third parties as a service bureau or data processor.

3 SERVICES

This Agreement sets forth the terms and conditions under which JUMP Technology Services agrees to provide (i) certain hosted "software as a service" ("**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefore, a "**Platform**") to **Authorized Users**, as further set forth on each order form ("**Order Form")** and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change

management ("**Professional Services**" together with **Subscription Services**, the "**Services**") related to CUSTOMER's access to, and use of, such **Subscription Services** and each **Platform**, as further set forth on each statement of services ("Statement of Work") issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

3.1 Platform. During the term set forth in this Agreement, JUMP Technology Services shall provide CUSTOMER (a) a non-exclusive, non-assignable, limited right to access and use the **Platform** during the Term, solely for CUSTOMER's internal business operations and subject to the terms of this Agreement and schedules; and (b) Software support as set forth in Schedule D.

3.2 Subscription Services. Each applicable **Order Form** shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable **Platform**, user limitations, fees, subscription term and other applicable terms and conditions. For Licensed Software, JUMP Technology Services shall provide the Support Services as set forth in Schedule D.

3.3. Professional Services**.** Unless otherwise stated, **Professional Services** shall be performed on a time and materials basis at JUMP's standard rates.

3.4 Changes to Platform. JUMP Technology Services may, in its sole discretion, make any changes to any **Platform** that it deems necessary or useful to maintain or enhance (a) the quality or delivery of JUMP Technology Services' products or services to its CUSTOMERs, (b) the competitive strength of, or market for, JUMP Technology Services' products or services, (c) such **Platform**'s cost efficiency or performance, or (ii) to comply with applicable law.

3.5 CUSTOMER Responsibilities. CUSTOMER shall approve access for all **Authorized Users** to the **Platform** and shall prevent unauthorized access and use of the **Platform** and **licensed software**. CUSTOMER shall not and shall ensure that its **Authorized Users** do not: (i) sell, resell, lease, lend or otherwise make available the **licensed software** to a third-party; (ii) modify, adapt, translate, or make derivative works of the **licensed software**; or (iii) sublicense or operate the **licensed software** for timesharing, outsourcing, or service bureau operations. CUSTOMER will maintain sufficient bandwidth and network connectivity for the operation of the **licensed software** and **subscription services** and shall have sole responsibility for installation, testing, and operations of CUSTOMER facilities, telecommunications and internet services, equipment, and software upon CUSTOMER's premises necessary for CUSTOMER's use of the **licensed software**. CUSTOMER will pay all third-party access fees incurred by CUSTOMER to access and use the **Platform** and **licensed software**.

4 PLATFORM ACCESS AND AUTHORIZED USER

4.1 Administrative Users. During the configuration and set-up process for each **Platform**, CUSTOMER will identify an initial administrative user account which will be configured by JUMP Technology Services account during initial implementation. CUSTOMER will be responsible for creating CUSTOMER's additional administrative accounts. JUMP Technology Services will maintain its administrative accounts to assist CUSTOMER in support of its **service level agreement**.

4.2 Authorized Users. CUSTOMER may allow such a number of CUSTOMER's employees and/or independent contractors as is indicated on Schedule D to use the applicable **Platform** on behalf of CUSTOMER as "**Authorized Users**." **Authorized User** subscriptions are for designated **Authorized Users** and cannot be shared or used by more than one **Authorized User**. Newly **Authorized Users** must have their own account and unique email address. CUSTOMER will be responsible for monitoring active licensed users and inactive accounts that should no longer have access to the **Platform**. CUSTOMER will be responsible for requesting the next license level to add more licenses to this Agreement as needed. JUMP Technology Services audits licensed users monthly and will notify CUSTOMER via the CUSTOMER Portal if CUSTOMER exceeds their contracted license limit. If CUSTOMER does not right the overage within 30 business days, JUMP Technology Services will send an invoice for the additional licenses that are being used.

4.3 Authorized User Conditions to Use. As a condition to access and use of a **Platform** each **Authorized User** shall agree to abide by the terms of use laid out in this Agreement.

4.4. Account Responsibility. CUSTOMER will be responsible for (i) all uses of any account created by CUSTOMER or created by JUMP Technology Services at CUSTOMER's written request, regardless of CUSTOMER's knowledge of such use, and (ii) securing its passwords (including but not limited to administrative and user passwords) and files. JUMP Technology Services is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords of CUSTOMER user accounts. CUSTOMER shall also ensure that each **Authorized User** uses their own unique login and password when they log into the **Platform**.

5 ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

5.1 Software Restrictions. CUSTOMER will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, deconstruct or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the **Platform**, **Software** (ii) modify, translate, or create derivative works based on a **Platform** or any **Software**; (iii) use a **Platform** or any **Software** for timesharing or service bureau purposes or other computer

service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any **Software** or a **Platform** in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such **Software** or **Platform**. **Software** and the **Services** are the **Confidential Information** of JUMP Technology Services.

5.2 CUSTOMER Compliance. CUSTOMER shall use, and will ensure that all **Authorized Users** use, each **Platform**, **Software**, and the **Services** in full compliance with this Agreement and all applicable laws and regulations. CUSTOMER represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the **Platform and licensed software** provided by JUMP Technology Services, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. JUMP Technology Services may suspend CUSTOMER's account and access to each **Platform** and **Services** at any time and without notice if JUMP Technology Services reasonably believes that CUSTOMER is in violation of this Agreement. Although JUMP Technology Services has no obligation to monitor CUSTOMER's use of a **Platform**, JUMP Technology Services may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

5.3 Cooperation. CUSTOMER shall provide all cooperation and assistance as JUMP Technology Services may reasonably request to enable JUMP Technology Services to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing JUMP Technology Services with such access to CUSTOMER's premises and its information technology infrastructure as is necessary for JUMP Technology Services to perform the **Services** in accordance with this Agreement.

5.4 Training and Education. CUSTOMER shall use commercially reasonable efforts to cause **Authorized Users** to be, at all times, educated and trained in the proper use and operation of each **Platform** that such **Authorized Users** utilize, and to ensure that each **Platform** is used in accordance with applicable manuals, instructions, specifications, and documentation provided by JUMP Technology Services. CUSTOMER shall be responsible for entering a help desk ticket when one-on-one new user training is needed.

5.5. CUSTOMER Systems. CUSTOMER shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each **Platform**, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

5.6 Restrictions on Export. CUSTOMER shall not to transfer, or authorize the transfer of, the **Licensed Software** to a prohibited country or otherwise in violation of any such restrictions or regulations.

6 CONFIDENTIALITY

6.1 Confidential Information. With respect to **Confidential Information** of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality, and prevent the unauthorized use or disclosure, of such **Confidential Information,** that it uses to protect its own proprietary and **confidential information** of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such **Confidential Information** in strict confidence and not use, sell, copy, transfer reproduce, or divulge such **Confidential Information** to any third party, (iii) not use such **Confidential Information** for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

6.2 Compelled Disclosure. The Receiving Party may disclose **Confidential Information** of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such **Confidential Information**, in whole or in part.

6.3 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages. Disclosing Party has the right to terminate this Agreement upon discovery of such breach.

7 PROPRIETARY RIGHTS

7.1 Ownership. CUSTOMER shall own all right, title, and interest in and to the **CUSTOMER Data**. JUMP Technology Services shall own and retain all right, title, and interest in and to (i) each **Platform**, **Software** and the **Services** and all improvements, enhancements, test scripts, documents, or modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the **Services**, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing. JUMP Technology Services shall grant to CUSTOMER a non-exclusive, non-transferable license to use the **Platform** only for CUSTOMER's own internal purposes in connection with the **Licensed Software** and **Services**.

7.2 CUSTOMER Data and Vendor Information License. CUSTOMER hereby grants to JUMP Technology Services a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit (i) **CUSTOMER Data** to

provide the **Services** to CUSTOMER hereunder and as necessary or useful to monitor and improve a **Platform**, **Software**, and the **Services**, both during and after the Term. For the avoidance of doubt, JUMP Technology Services may use, reproduce, and disclose **Platform**-, **Software**- and **Services**-related information, data and material that is anonymized, de- identified, or otherwise rendered not reasonably associated or linked to CUSTOMER or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by JUMP Technology Services. CUSTOMER acknowledges that it will not have access to CUSTOMER Data through JUMP Technology Services or any Platform following the expiration or termination of this Agreement except as provided in Section 9.4.

7.3 Aggregated Statistical Information. JUMP Technology Services owns the aggregated and statistical data derived from the operation of the **Platform**, including, without limitation, the number of records created by the **Platform**, the numbers and types of transactions, configurations, and reports processed and the performance results ("Aggregated Statistical Information"). Nothing in this agreement shall be construed as prohibiting JUMP Technology Services from utilizing the Aggregated Statistical Information for purposes of providing or improving its services, bench marking service performance, preparing statistics and system metrics, and marketing; provided however, that JUMP Technology Services' use of Aggregated Statistical Information does not disclose any information that is related to an identified or identifiable individual and has been provided by CUSTOMER within the Platform ("**CUSTOMER Data**") to any third party.

7.4 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

8 FEES & PAYMENT

8.1 Fees. CUSTOMER shall pay all fees set forth herein and laid out in Schedule D.

8.2 Payment. JUMP Technology Services may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by JUMP Technology Services thirty (30) days after the mailing date of the invoice, or received date if sent electronically, unless otherwise specified on the applicable **Order Form**. Invoices that are more than fifteen (15) days past due shall be subject to a finance charge at a rate of one percent (1%) per month or the maximum permissible legal rate. CUSTOMER shall also be liable for any attorney and collection fees arising from JUMP Technology Services' efforts to collect any unpaid balance of CUSTOMER. If CUSTOMER's undisputed invoices are thirty (30) days or more overdue, in addition to any other rights and remedies (including termination), JUMP Technology Services may suspend the Services without liability until all issues are resolved.

Invoices shall be sent to:

Payments shall be made to:

JUMP Technology Services

P. O. Box 3452

Edmond, OK 73083

8.3 Payment Disputes. If CUSTOMER believes that JUMP Technology Services has billed CUSTOMER incorrectly, CUSTOMER must contact JUMP Technology Services no later than forty-five (45) days after the mailing date of the invoice, or received date if sent electronically, in order to receive an adjustment or credit. Inquiries should be directed to JUMP Technology Services' CUSTOMER support department or the applicable Account Manager.

8.4 No Deductions or Setoffs. All amounts payable to JUMP Technology Services hereunder shall be paid by CUSTOMER to JUMP Technology Services in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

8.5 License Overage. JUMP Technology Services reserves the right to audit CUSTOMER's use of the **Platform**. If CUSTOMER's use is greater than contracted, CUSTOMER shall be invoiced for any licenses used above the amount set forth herein. If any increase in fees is required, CUSTOMER shall also pay the expenses associated with the audit.

8.6 Taxes. CUSTOMER shall pay all shipping charges, as well as any taxes, fees or costs imposed by any governmental body arising as a result of this Agreement. JUMP Technology Services shall be responsible for taxes on its net income.

9 TERM AND TERMINATION

9.1 Term. This Agreement shall remain in effect until its termination as provided below (the "Term"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue until all Services expire or are terminated in accordance with this Agreement.

9.2 Termination. JUMP Technology Services may terminate this Agreement upon written notice to CUSTOMER if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if CUSTOMER is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, CUSTOMER may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to JUMP Technology Services, or (ii) if adequate funds to pay JUMP Technology Services all fees owed hereunder are not appropriated to such CUSTOMER during the Term, unless otherwise authorized by law; provided, it is expressly agreed that CUSTOMER shall not activate this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Furthermore, failure to use the **Licensed Software**, **Services**, and **Platform** or Upgrades thereto in accordance with Applicable Law is a material breach of this Agreement and cause for termination.

9.3 Effect of Termination. Upon termination of the Agreement, each outstanding **Statement of Services**, if any, shall terminate and CUSTOMER shall immediately cease all use of, and all access to, the **Subscription Services** and JUMP Technology Services shall immediately cease providing the **Professional Services**. If (i) JUMP Technology Services terminates this Agreement pursuant to the second sentence of Section 9.2, or (ii) CUSTOMER terminates this Agreement pursuant to clause (ii) of Section 9.2, all Fees that would have become payable had each outstanding **Statement of Service** remained in effect until expiration of its current term will become immediately due and payable.

9.4 CUSTOMER Data Upon Termination. Upon termination of the Agreement, all CUSTOMER Data retained by JUMP Technology Services in database files shall be made available to CUSTOMER by a SQL Server database backup file (.bak) for a period of 60 days after the termination of this Agreement. Thereafter, JUMP Technology Services shall securely destroy **CUSTOMER Data** using a method that prevents recovery of the data in accordance with industry best practices for wiping of electronic media (e.g. NIST SP 800-88r1). All CUSTOMER Data will be rendered unreadable and unrecoverable.

9.5 Survival. Sections [3.1, 7.2, 7.4, and 9.4] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

10 WARRANTY AND DISCLAIMER

10.1 Warranties. JUMP Technology Services represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, CUSTOMER warrants that (i) CUSTOMER owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the **CUSTOMER Data** that is placed on, transmitted via or recorded by a **Platform** and the **Services**; (ii) the provision and use of **CUSTOMER Data** as contemplated by this Agreement and each **Platform** and the **Services** does not and shall not violate any CUSTOMER's privacy policy, terms- of-use or other agreement to which CUSTOMER is a party or any law or regulation to which CUSTOMER is subject to; and (iii) with the exception of social security numbers, no **CUSTOMER Data** will include bank routing numbers, credit card or debit card numbers, credit report information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act. Additionally, CUSTOMER warrants that it will not enter data governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) unless JUMP Technology Services has indicated in writing in Schedule D – Statement of Services that the system provided by JUMP Technology Services is offered for the purposes of collecting protected health information.

10.2 Remedy. CUSTOMER's sole and exclusive remedy for any breach of the warranties set forth herein or in an Order Form shall be to notify JUMP Technology Services of the applicable non-conformity, in which case JUMP Technology Services shall use commercially reasonable efforts to correct such non-conformity. Notwithstanding the foregoing, JUMP Technology Services shall not be responsible for any non-conformity which arises as a result of (a) any act or omission of CUSTOMER, including a failure to use the **System** or **Services** in conformance with the Documentation or Applicable Law; (b) any person (other than JUMP Technology Services) making modifications to the **Platform** in any way without JUMP Technology Services' prior written consent; or (c) any failure of any component of Hardware, Sublicensed Software, or any CUSTOMER-supplied software, equipment, or other third-party materials.

10.3 No Virus Warranty. JUMP Technology Services warrants that it will provide the **Services** free of viruses, worms, time bombs, Trojan horses, corrupted files, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another ("Malicious Code"). This warranty does not extend to CUSTOMER media files.

10.4 Security, Data and Backup Warranty. JUMP Technology Services warrants that JUMP Technology Services will use commercially reasonable efforts to safeguard and accurately maintain **CUSTOMER Data**, consistent with industry security standards and backup procedures. In the event of a breach, JUMP Technology Services shall use commercially reasonable efforts to correct **CUSTOMER Data** or restore **CUSTOMER Data** as quickly as possible, but in any case not to exceed three (3) business days. This warranty does not extend to any Third-Party Applications or CUSTOMER Data not hosted by JUMP Technology Services.

10.5 Warranty of Title. JUMP Technology Services warrants that it is the owner of the **Platform** or otherwise has the right to provide the **Services** as set forth in this Agreement without violating any proprietary rights of any third parties.

10. 6 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, JUMP TECHNOLOGY SERVICES DOES NOT WARRANT THAT ACCESS TO THE **PLATFORMS**, **SOFTWARE** OR **SERVICES** WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES JUMP TECHNOLOGY SERVICES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE **SERVICES**. FURTHER, JUMP TECHNOLOGY SERVICES MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO **SERVICES** PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A **PLATFORM**, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN JUMP TECHNOLOGY SERVICES AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE **PLATFORMS**, **SOFTWARE** AND **SERVICES** ARE PROVIDED "AS IS," AND JUMP TECHNOLOGY SERVICES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.7 CUSTOMER Warranty. CUSTOMER warrants that CUSTOMER (a) has the power and authority to enter into this Agreement, and CUSTOMER shall be responsible for all acts and omissions of all CUSTOMER affiliates and **Authorized Users**; and (b) shall use its best efforts to protect the security of the **Licensed Software** and **Services**.

11 INDEMNITY

11.1 Indemnification by JUMP Technology Services. JUMP Technology Services will defend CUSTOMER against any claim, suit, demand, or action made or brought against CUSTOMER by a third party alleging that the **Services**, or CUSTOMER's use or access thereof in accordance with this Agreement, infringes any intellectual property rights of such third party, and will indemnify and hold harmless CUSTOMER from any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against CUSTOMER in connection with or in settlement of any such claim, suit, demand, or action. The foregoing obligations do not apply with respect to portions or components of any **Platform** or **Service** (i) not supplied by JUMP Technology Services, (ii) made in whole or in part in accordance with CUSTOMER specifications, (iii) that are modified after delivery, or granting of access, by JUMP Technology Services, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where CUSTOMER continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where CUSTOMER's use of the **Services** is not strictly in accordance with this Agreement. If, due to a claim of infringement, a **Platform** is held by a court of competent jurisdiction to be or is believed by JUMP Technology Services to be infringing, JUMP Technology Services may, at its option and expense (a) replace or modify such Platform to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for CUSTOMER a license to continue using such **Platform**, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and CUSTOMER's rights hereunder and provide CUSTOMER a refund of any prepaid, unused fees for such **Platform**. This Section states CUSTOMER's sole and exclusive remedies for claims of infringement.

11.2 Indemnification by CUSTOMER. CUSTOMER shall indemnify, defend, and hold harmless JUMP Technology Services from and against any and all claims, proceedings, damages, liability and costs (including reasonable attorney's fees) incurred by JUMP Technology Services in connection with any claim arising out of (i) any breach or alleged breach of any of CUSTOMER's obligations set forth in this Agreement, and (ii) CUSTOMER's use of the **Services**, or the use by any party related to CUSTOMER, or any party acting upon CUSTOMER's authorization in a manner that is not expressly authorized by the Agreement, regardless of the type or nature of the claim. CUSTOMER shall cooperate as fully as reasonably required in the defense of any claim. JUMP Technology services reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by CUSTOMER and CUSTOMER shall not in any event settle any matter without written notification to JUMP Technology Services.

11.3 Indemnification Procedures. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

12 LIMITATION OF LIABILITY

12.1 IN NO EVENT SHALL (I) EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12)

MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12.2 Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of the action has arisen, or, in the case of nonpayment, more than two (2) years from the date of the last payment.

13 GOVERNING LAW AND DISPUTE RESOLUTION

13.1 This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of California, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of California.

14 SECURITY

14.1 Data Center Procedures. JUMP Technology Services maintains the **Platform** using a third-party service provider authorized by the **Federal Risk and Authorization Management Program ("FedRAMP")**. CUSTOMER acknowledges that JUMP Technology Services cannot offer any additional or modified procedures other than those put in place by such technology provider.

14.2 Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of **CUSTOMER Data** is caused by JUMP Technology Services' breach of its security and/or privacy obligations under this Agreement, JUMP Technology Services shall provide CUSTOMER notification as required by Law and pay the reasonable and documented costs CUSTOMER incurs in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the data on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, JUMP TECHNOLOGY SERVICES SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR CUSTOMER USERS, AGENTS OR CONTRACTORS.

15 PUBLICITY

15.1 CUSTOMER agrees that JUMP Technology Services may identify CUSTOMER as a CUSTOMER in JUMP Technology Services's promotional materials. CUSTOMER may request that JUMP Technology Services stop doing so by submitting an email to solutions@jumpfaster.com at any time. CUSTOMER acknowledges that it may take JUMP Technology Services up to 30 days to process such request. Notwithstanding anything herein to the contrary, CUSTOMER acknowledges that JUMP Technology Services may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing, and to third parties for purposes of due diligence.

16 NOTICES

16.1 All notices, consents, and other communications between the parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form in the Statement of Services. All communications will be deemed to have been received on the date actually received. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

17 FORCE MAJEURE

17.1 JUMP Technology Services is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of CUSTOMER or any **Authorized User**.

18 ASSIGNMENT

18.1 Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, JUMP Technology Services may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of JUMP Technology Services' assets without any consent from CUSTOMER. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a **Platform** shall not be deemed a sublicensee under this Agreement.

19 RELATIONSHIP OF THE PARTIES

19.1 The relationship between CUSTOMER and JUMP Technology Services created under this Agreement shall be that of independent contractors.

20 GENERAL PROVISIONS

20.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all schedules, annexes and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail (unless otherwise expressly indicated in this Agreement or such Statement of Services), and the enforceability of the remaining provisions shall not be impaired. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings.

20.2 Purchase Orders and Acceptance of Quotes:. If CUSTOMER submits its own terms which add to, vary from, or conflict with the terms herein in CUSTOMER's acceptance of a price quote or in a purchase order, or to JUMP Technology Services' employees and/or agents in the course of JUMP Technology Services providing the Licensed Software and/or Services, any such terms are of no force and effect and are superseded by this Agreement.

20.3 Reserved.

20.4 California Consumer Privacy Act. The Parties agree that the California Consumer Privacy Act under Cal. Civ. Code § 1798 et seq. ("CCPA") may be applicable to the Agreement. If applicable, JUMP Technology Services shall be deemed a "service provider" under the CCPA if JUMP Technology Services receives the "personal information" of any "consumer" for "processing" on CUSTOMER's behalf.

Schedule A: Definitions

Authorized Users means a user that has been permitted to use the Licensed Software, Sublicensed Software, Services, and/or Platform as described in the applicable Order Form.

Change Order means a written agreement signed by JUMP Technology Services and CUSTOMER stating their agreement upon all of the following: (1) a change in the Services; (2) the amount of the adjustment in the Contract Total, if any, and (3) the extent of the adjustment in the Term, if any.

Confidential Information means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, (v) the terms and conditions of this Agreement, and (vi) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this Agreement which is either (x) disclosed in writing and clearly marked as confidential at the time of disclosure or (y) disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. "Confidential Information" shall not include information (a) publicly available through no breach of this Agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third-party not under an obligation of confidentiality.

CUSTOMER Data shall mean all electronic data or information submitted by CUSTOMER to the Licensed Software or Services but excluding Deidentified Data (as defined below).

"De-identified Data" means CUSTOMER Data that is de-identified by JUMP Technology Services and such de-identification is certified by a third-party as compliant with the de-identification standards under HIPAA or otherwise meets the de-identification requirements under HIPAA.

Federal Risk and Authorization Management Program ("FedRAMP") is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. More information can be found at https://www.fedramp.gov/ FedRAMP supports agencies and cloud service providers through the FedRAMP authorization process and maintains a secure repository of FedRAMP authorizations to enable reuse of security packages.

Order Form means a work authorization executed by the Parties from time to time laying out the items being purchased by the CUSTOMER, scope of use, pricing, payment terms and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

Platform shall mean the Software delivered under the Subscription Services which includes supporting software, and programming, and user interfaces to Authorized Users as set forth in an Order Form.

Professional Services means, collectively, the implementation, installation, data conversion, consultation, and training services provided by JUMP Technology Services under or in connection with this Agreement.

Service Level Agreement shall mean the contractually binding agreement between JUMP Technology Services and the CUSTOMER regarding types and standard of services to be provided.

Services shall mean the Professional Services and the Subscription Services set forth in an Order Form.

Licensed Software shall mean the program specific Software as a Service to which the CUSTOMER is subscribing with individual licensed user accounts as set forth in an Order Form.

Subscription Services shall mean the services to keep the Licensed Software in working order and to sustain useful life of the Licensed Software, including Updates and specified in an Order Form.

Software means the object code version of computer programs developed by JUMP Technology Services and listed on an Order Form, including Updates furnished to CUSTOMER by JUMP Technology Services pursuant to this Agreement or any Order Form, but excluding all Sublicensed Software or third party software.

Schedule B: Service Level Agreement

1.0 Support is provided under an annual contract that provides CUSTOMER access to a dedicated support team during normal business hours. Normal business hours are between 5 a.m. and 5:00 p.m. (CUSTOMER' Local Time), Monday through Friday, excluding national and JUMP company holidays. A list of JUMP company holidays is below as 8.0 JUMP Technology Services Company Holidays and is subject to change from year to year. The total number of JUMP company holidays is not to exceed ten (10) days per year. The Support Services Center ("**SSC**") web site address is https://jumpssc.com. The customer portal will be accessible 24 hours a day.

After hours emergency support will be via emergency phone numbers provided to CUSTOMER for reporting the unavailability of services or platform components where maintenance has not been scheduled and previously announced to CUSTOMER via maintenance notifications through the SSC.

2.0 Periodically, JUMP Technology Services will require Scheduled Downtime, for updates and system upgrades. Scheduled Downtime will normally be scheduled outside of normal business hours, with twenty-four (24) hours' notice, or in the event of a more urgent need JUMP Technology Services may give less notice to resolve an immediate security need. It is anticipated that there will be monthly scheduled downtime for system maintenance, JUMP Technology Services will post all downtime announcements on the customer portal.

CUSTOMER acknowledges and agrees that, from time to time, the Platform may be inaccessible or inoperable for the following reasons: (i) equipment malfunctions; (ii) periodic maintenance; or (iii) catastrophic events beyond the control of JUMP Technology Services or that are not reasonably foreseeable by JUMP Technology Services. Client shall report any Unscheduled Downtime by calling JUMP Technology Services with the provided support number within one (1) day of its occurrence.

The performance and availability of the Platform are directly dependent upon the quality of CUSTOMER 's Internet connection. Inadequate Internet Connectivity is outside the scope of JUMP Technology Services' responsibility and should be addressed by CUSTOMER directly with the Internet Service Provider. JUMP Technology Services cannot be held responsible for Internet infrastructure failures, but will aid Customer in determining the proper internet speed needed.

Service includes the following:

- Access to SSC via customer portal by up to five (5) designated CUSTOMER contacts
- Web access provides

- Submitting Program inquiries or reporting Program problems
- Access to Program technical tips
- Access to Program problem and solution list(s)
- Review CUSTOMER call/issue & status
- Review CUSTOMER maintenance contract status

3.0 Reporting Cases to the SSC

3.1 All Program inquiries or issue reports submitted to JUMP Technology Services Help Desk Tickets (HDT) must be made by a designated CUSTOMER contact. HDT will generally fall into one of four categories:

- **Technical Assistance:** Questions about Program usage and installation that do not result in registration of a program defect or enhancement request.
- **Program Defect:** A CUSTOMER encounters a problem that is determined to be an Error or defect in the Program.
- **Feature Enhancements Requests:** Request for a tool or feature that is not included in the current set of JUMP Technology Services produced or licensed software or features. JUMP will review CUSTOMER's requests for feature enhancement during normal JUMP systems update cycles.
- **Documentation Discrepancies.**

3.2 All HDT submitted to the SSC shall be made in the form of an issue report and may require the following information prior to acknowledgment:

- Contact information for the designated CUSTOMER contact reporting the problem.
- A general description of the operating environment in which the issue was discovered (as applicable).
- A description of relevant hardware components in the environment.
- A description of relevant software components (operating system., browser) in the environment and their versions.
- A description of the problem, including screenshots, and expected results.
- System generated error messages.

3.3 JUMP will respond to HDT within JUMP's published response time goals as follows for all issues categories excluding enhancement requests:

Priority	**Acknowledgment**	**Response**
1 – High	2 business hours	4 business hours
2 – Medium	4 business hours	1 business day
3 – Low	1 business day	3 business days

- **Acknowledgment Time** is the time between the CUSTOMER reporting the HDT to JUMP and the time JUMP gives the CUSTOMER notice that it acknowledges the situation. These response times apply to HDT reported via our ticket system during normal business hours (CST). HDT reported via the portal outside of normal business hours (CST) will adhere to the above times from the start of the next business day. Acknowledgment is dependent upon JUMP receiving sufficient information to troubleshoot the reported problem.
- **Response Time** is the time between the CUSTOMER reporting the HDT and the time that a Project Manager or SSC Analyst is assigned and actively working on the HDT.

Enhancements requests will be acknowledged within 5 business days. Response times will vary by enhancement. Enhancement credits included in annual subscription pricing shall not exceed the annual credits budgeted and shall not accrue. Requests for enhancements or services beyond the scope of this agreement shall be offered to CUSTOMER according to JUMP's current hourly support pricing.

4.0 Definitions of HDT Priorities

4.1 Priority Definitions: JUMP and CUSTOMER will work jointly to assign the appropriate priority to all HDT based on the following criteria:

Priority	**Conditions**

1 – High	Critical business impact. The CUSTOMER has complete loss of service and work cannot reasonably continue; experiences real or perceived data loss or corruption; an essential part of the system is unusable for the CUSTOMER , which results in the inability to use a mission critical application.
2 – Medium	Some business impact. The problem seriously affects the functionality of the Program but can be circumvented so that the Program can be used; or that the Program as a whole function but that a certain function is somewhat disabled, gives incorrect results or does not conform to the specifications.
3 – Low	Minimal business impact. The CUSTOMER can circumvent the problem and use the system with only slight inconvenience. The error can be considered insignificant and has no significant effect on the usability of the software, e.g., a small system error or a small error in the documentation. This priority is also used for questions, comments, and requests for enhancements to the software.

4.2 **JUMP's Undertaking**: For each HDT reported by CUSTOMER , JUMP undertakes to:

- Maintain a telephone number for CUSTOMER to call to report a problem and receive assistance for afterhours critical outages
- Confirm receipt of all reports to CUSTOMER . The confirmation shall be in written form and shall contain an identifying ticket number assigned by JUMP which will be used in all subsequent communications and contain a timeframe in which a response from JUMP can be expected.
- Analyze the report and verify the existence of the problem
- Give CUSTOMER direction and assistance in resolving technical issues.

4.3 CUSTOMER**'s Undertaking**: Before escalating a HDT to JUMP, CUSTOMER undertakes to:

- Appoint designated Contacts from CUSTOMER's organization for all matters relating to the support issues for JUMP systems
- Obtain all necessary information as outlined above.
- Include JUMP's identifying HDT number in all subsequent communications with JUMP regarding the HDT.
- Maintain an accurate record of all HDT actions, based on feedback from JUMP.

5.0 Closure of HDT

HDT will be considered to be resolved and will be closed under the following conditions:

- CUSTOMER receives an error correction, a workaround, or information that resolves the issue.
- Issue is identified as not a problem with the JUMP product
- If the HDT results in a defect correction or enhancement request being entered and CUSTOMER has been advised of this and has been notified of the defect/enhancement ID for future reference.
- The HDT will be closed if the CUSTOMER has not responded after 10 business days.

6.0 Software Releases

CUSTOMER may access system release information through the SSC website https://jumpssc.com

7.0 Failure Correction Goals

HDT that result in the identification of a software system defect/failure will cause a Defect to be logged. The CUSTOMER will be notified that the defect/failure was received and will be provided with an HDT number. JUMP will respond to defect reports as indicated in the table below. The response time goals do not apply in situations where it is verified that the source of the failure is a third party product.

Defect Correction Goals:

Priority	Interim Solution	Final Solution
1 – High	All commercially reasonable effort until the defect is repaired	Permanent correction within 30 business days of identification of the cause of the defect.

2 – Medium	N/A	Permanent correction within 45 business days of identification of the cause of the defect
3 – Low	N/A	Permanent correction with next schedule Major Release or Update Release

8.0 JUMP Technology Services Company Holidays

The following JUMP Technology services company holidays will be excluded from the support plan. JUMP company holidays are subject to change from year to year, but the total number of JUMP company holidays will not exceed ten (10) days per year.

Generally, the following holidays will be observed: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day after Thanksgiving, Christmas Day, and the Day after Christmas.

Schedule C: Training

1.0 Intellectual Property

1.1. Any ideas, concepts, know-how or data processing techniques, developed by JUMP personnel (alone or jointly with the CUSTOMER) in connection with consulting services provided under this agreement are the exclusive property of JUMP.

2. Web Based Training

2.1. All training requests will be scheduled by CUSTOMER representative through JUMP's web portal.

2.2. Cancelation and rescheduling must be coordinated by CUSTOMER representative rather than end users.

2.3. All cancelations to scheduled training must be made 48 hours prior to the scheduled training session. Cancelations less than 48 hours from the scheduled training session may result in $150 cancelation charge.

2.4. JUMP shall provide a qualified trainer for each web based training class ordered by CUSTOMER.

3. On-Site Training

3.1. CUSTOMER shall provide facilities and equipment for all onsite trainings. For initial training, CUSTOMER shall provide an appropriate training room, with a computer and high speed internet connection for each student and the JUMP trainer as well as a linked projector suitable for use with the provided trainer computer and a projection screen.

3.2. JUMP shall provide a qualified trainer for each on-site training class ordered by CUSTOMER.

3.3. JUMP shall provide a training version of the system.

3.4. All on-site training classes require four weeks' notice of cancelation. Cancelations less than four weeks prior to the training date may results in a $600 cancelation charge.

4. Training System for CUSTOMER Led Training

4.1. CUSTOMER may utilize the JUMP training or testing system to conduct CUSTOMER led training.

4.2. CUSTOMER acknowledges that the training and/or testing system is part of JUMP'S temporary staging and development environment and is not guaranteed to be available without interruption.

4.3. CUSTOMER acknowledges that the training system, when available, is offered without warranty and that CUSTOMER will not use the training system to enter electronic protected health information (ePHI).

4.4. CUSTOMER will maintain all rights and privileges to its specific database content. JUMP shall have no rights or privileges to database content, other than as required to implement JUMP technology and for the purpose of training, research, support, and maintenance of the licensed software.

Schedule D: Statement of Services

CUSTOMER is subscribing to licensing and hosting of the following system.

The **data classification** is:

Confidential: Personally, identifying information

Applicable governance standards for data security (Y/N):

NO - PCI: Payment card industry. The system does not store credit card and financial account information. CUSTOMER agrees not to enter this type data into the system (Warranties 10.1).

NO – HIPAA, ePHI. The system is not a healthcare system and is not offered for the purposes of providing health care, medical diagnosis, medical billing, or medical health plans. CUSTOMER agrees not to enter this type data into the system (Warranties 10.1).

No.	Item	Description	Eff Date	End Date	Qty	Price	Extended
1	LEAPS 21 - 30	21 to 30 users	07/01/2026	06/30/2027	4	$5,932.80	$23,731.20
2	Service Credit (Discretionary)	Labor based service hour provided when requested by customer to perform services that are not included in software subscription and maintenance services. Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. As discretionary credits, the customer must approve the expenditure prior to utilization.	07/01/2026	06/30/2027	40	$125.00	$5,000.00
3	LEAPS 21 - 30	21 to 30 users	07/01/2027	06/30/2028	4	$5,932.80	$23,731.20
4	Service Credit (Discretionary)	Labor based service hour provided when requested by customer to perform services that are not included in software subscription and maintenance services. Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. As discretionary credits, the customer must approve the expenditure prior to utilization.	07/01/2027	06/30/2028	40	$125.00	$5,000.00
5	LEAPS 21 - 30	21 to 30 users	07/01/2028	06/30/2029	4	$6,110.78	$24,443.12
6	Service Credit (Discretionary)	Labor based service hour provided when requested by customer to perform services that are not included in software subscription and maintenance services. Service credits may be exchanged for training services, data export requests, data modification, refreshing training databases, custom programming, and consulting services. Exchange rates are based on custom quote requests or training ordered from the training catalog. As discretionary credits, the customer must approve the expenditure prior to utilization.	07/01/2028	06/30/2029	40	$125.00	$5,000.00
Order Item Totals					132		$86,905.52
Subtotal							$86,905.52

Order Total	**$86,905.52**

Schedule E: Insurance

Insurance Coverage

Limitation of Liability and Damages

1.1. CUSTOMER Insurance not applicable. Except in the event of criminal or negligent action/inaction by the CUSTOMER, its officers, employees, contractors or agents, nothing herein shall be construed as granting to JUMP, it's officers, employees, contractors or agents any insurance benefit/coverage under CUSTOMER insurance.

1.2. Insurance. JUMP will submit or cause to be submitted to CUSTOMER Certificate(s) of Insurance documenting the following insurance coverage. JUMP shall submit or cause to be submitted annually evidence of renewal in the form of updated Certificates of Insurance, at policy renewal date.

1.3. Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, JUMP shall provide workers' compensation insurance for all employees engaged in performance of duties under this Agreement, in an amount not less than ONE MILLION DOLLARS ($1,000,000).

1.4. Liability Insurance. JUMP shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage.

1.4.1. General Liability. Commercial or comprehensive general liability [CGL] insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of JUMP or any officer, agent, or employee of JUMP under this Agreement. The policy or policies shall provide that CUSTOMER will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

1.4.2. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on company owned, hired and leased vehicles used in conjunction with contractor's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence.

1.4.3. Professional Liability Insurance. Errors & Omissions/ Cyber Liability coverage of not less than FIVE MILLION DOLLARS ($5,000,000).

1.5. Limitations on Liability. The liability of the parties and the remedies of the parties shall be limited as follows:

1.5.1. Uncontrollable Events. Neither party shall bear any liability arising out of events beyond the control of such party, including but not limited to acts of God, acts of a public enemy, fires, floods, storms, earthquakes, riots, strikes, lock-outs, wars, restraints of government, court orders, power shortages or outages, equipment or communications malfunctions, nonperformance by any third parties, or other events which cannot be controlled or prevented with reasonable diligence by such party.

1.5.2. Consequential Damages. Neither party shall bear any liability for special, consequential, incidental or indirect damages resulting from "uncontrollable events" (including without limitation loss of anticipated income or profits, loss of goodwill, or other loss or damages), even if such party has been informed of the possibility of such damages.

1.5.3. Value of Contract. In no event shall the aggregate liability of JUMP to CUSTOMER (regardless of the form, whether in contract or tort) exceed the amount of the fee paid by CUSTOMER to JUMP pursuant to the terms of this contract.

1.5.4. Passage of Time. In no event shall a cause of action be asserted by CUSTOMER against JUMP or JUMP against CUSTOMER, which arises out of or relates to any event, condition, breach, or claim known to the filing party more than one (1) year prior to the filing of such cause of action.

Signatures

Denise M. Brinkmeyer

Denise M. Brinkmeyer
President and CEO, JUMP Technology Services

Teresa Curiel
Chief Deputy Director, TCDD

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: JUMP Technology services, LLC

Contract Description: For the purpose of an automated elder abuse care and dependent adult services system

APPROVED AS TO FORM:



Date: 04/08/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0602 **Agenda Date:** 4/28/2026 **Agenda #:** 6.

TEHAMA COUNTY COMMUNITY ACTION AGENCY

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director or their designee to sign Subaward Amendment A25-0006-S008-A01 to Misc. Agree. 2025-323 with Chico State Enterprises, on behalf of the Area 3 Agency on Aging for the provision of the Meals on Wheels program, thereby increasing the maximum compensation amount from $413,835 to $428,687, effective 7/1/25 and shall terminate 6/30/26

Financial Impact:
This Amendment provides a net increase of $14,852 in grant funding that will be used for congregate and home delivered meals within FY 25/26. These funds require a 10.53% County match, which is met through the General Fund contribution of $35,000 ongoing, as well as through donations and fundraisers. There will be no additional impact to the General Fund. A transfer of funds may be submitted later, so that budgeted expenses and revenues may be updated for this Amendment.

Background Information:
This original agreement was approved by the Board on November 18, 2025 Misc 2025-323. The Area 3 Agency on Aging, a program through the Chico 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 Community Action Agency 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.

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A25-0006-S008	
SP6516201 3C1 SP6516301 3C2	

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 **7/1/2025** and will end **6/30/2026**. The maximum amount of this Subaward is **$ 413,835.00** from the following funding sources:

Funding Source	C1 Nutrition	C2 Nutrition
Federal	$ 97,266	$ 103,354
State General Fund	$ 9,231	$ 30,602
State GF Augmentation	$ 23,113	$ 129,538
USDA NSIP	$ 5,963	$ 14, 768
Total Groups	**$ 135,573**	**$ 278,262**
Grand Total	**$ 413,835**	

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 08.01.2025)

RECIPIENT	SUBRECIPIENT
CHICO STATE ENTERPRISES	**TEHAMA COUNTY**
BY: (AUTHORIZED SIGNATURE) DATE Russell Wittmeier Nov 4, 2025	BY: (AUTHORIZED SIGNATURE) DATE 11/4/25
PRINTED NAME AND TITLE OF PERSON SIGNING Russell Wittmeier Human Resources and Payroll Director	PRINTED NAME AND TITLE OF PERSON SIGNING Bekkie F. Emery Executive Director
ADDRESS/E-MAIL 25 Main Street, Suite 203, Chico, CA 95928-5388 rwittmeier@csuchico.edu	ADDRESS/E-MAIL 310 South 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)(3)]

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 reallotment 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 f or 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.

13. Meet requirements for Title III To-Go Meals:
    a. Title III C-1 To-Go Meals:
        i. For C-1 To-Go meals that are consumed onsite:
            a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).
        ii. For C-1 To-Go meals that are consumed offsite:
            a) Meal is picked up by the client (or representative) or delivered to the client.
            b) In-person or virtual interaction is included with the meal. Examples include:
                1) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.)
                2) In-person, one-on-one interaction during the meal with program volunteer.
                3) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as GoogleMeet, Zoom, FaceTime, or similar applications that offer live interaction with participants.
                4) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).
            c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.
            d) The service provider is responsible for tracking confirmation of planned attendance; however, the provider is not responsible for verifying the client attends the virtual activity.
    b. Title III C-2 To-Go Meals
        i. Meet the following criteria for Title III C-2 To-Go Meals:

a) Meal is picked up by client (or client's agent) or delivered by the provider to the client.
b) Meal is consumed off-site (i.e., not in a congregate setting).
c) Participation in in-person or virtual interaction with the meal is declined or is not available.

ii. Complete initial assessment for all new C-2 clients within 2 weeks of the start of service.

a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted "in the home" does not apply if meals are picked up rather than home-delivered; assessments may be completed in person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.
b) Complete quarterly eligibility reassessments for all C-2 clients.

1) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted "in the home" every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

2) Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.

EXHIBIT A2 - SCOPE OF SERVICE

Subgrantee agrees to provide the following nutrition services and meet the following performance goals in compliance with the Older Americans Act; Title III, Subpart C regulations:

A. SERVICE OBJECTIVES

Subgrantee shall provide the following services on a regular basis by the close of this Agreement on June 30, 2026:

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.
2.
   a) Subgrantee will provide 12,990 congregate meals at nutrition sites in Tehama County from July 1, 2025 through June 30, 2026.
   b) Subgrantee will provide 23,815 home-delivered meals in Tehama County from
   c) July 1, 2025 through June 30, 2026.

3. 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) Subgrantee 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) Subgrantee will provide a minimum of one in each quarter of the grant year.
   c) Subgrantee 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.

4. In-Service Training: Subgrantee 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 foodborne illnesses. Documentation of all In-Service trainings shall be submitted to the Area 3 Agency on Aging.

5. Food Safety Certification: Subgrantee 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.

6. Nutrition Risk Assessment: Subgrantee 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.

7. Monitoring of food facilities: Subgrantee 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 subgrantee 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 monitorings shall be submitted to the Area 3 Agency on Aging.

8. Monitoring of Home-Delivered Routes: Subgrantee 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.

9. Satisfaction Survey: Subgrantee 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.

10. Subgrantee 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	Veterans' Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve Day
Christmas Day	New Year's Eve Day	New Year's Day
Martin L. King Day	Washington's Birthday	Memorial Day
Juneteenth		

11. Subgrantee will serve the geographic area of Tehama County. Nutrition service will be available, at a minimum, in Red Bluff and Corning.

B. TARGET POPULATION OBJECTIVES

1. Subgrantee 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. Additionally those older adults at risk of institutionalization will be targeted. 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.

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

C. REPORTING

1. Subgrantee 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, 2025 or within 30 days of hire.

4. Performance by Subgrantee 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, Subgrantee must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

5 Subgrantees are required to meet all reporting and submittal deadlines. Any subgrantee who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any subgrantee 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.

6. Failure of Subgrantee 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.

D. COMPENSATION

1. Subgrantee 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. Subgrantee 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. Subgrantee may request an advance of up to 1/12th of the total available funding, but such an advance must be liquidated by December 31. Advance payments are subject to the reasonable discretion of the Agency.

2. At closeout, Subgrantee 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 Subgrantee shall not exceed the maximum available funding of $129,610.

4. The total compensation for home-delivered to Subgrantee shall not exceed the maximum available funding of $263,494.

5. The NSIP award will be available not to exceed $5,963 for congregate and $14,768 for home-delivered for a total of $20,731.

E. MATCHING CONTRIBUTION

Subgrantee 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 Subgrantee's matching contribution.

F. **EQUIPMENT PURCHASE**

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

Exhibit B1
Sub-Recipient Budget Detail

OLDER AMERICANS ACT (OAA) TITLE IIIC1 CONGREGATE NUTRITION BUDGET

Agency: Tehama County Meals on Wheels

Budget Period: July - June (12 months)

Fiscal Year: (X) Original Budget ( ) Revision No. ___

Date: 9/3/2025

Contracted # of Meals: 12990

COST CATEGORY		**(a) Budgeted Costs**	**Budgeted Activities**	
			(i) Congregate Meals	**(ii) Nutrition Education**
(1) Personnel	Cash	$67,169	$67,169	
	In-Kind	$1,300	$1,300	
(2) Fringe Benefits	Cash	$13,141	$13,141	
	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	$2,880	$2,880	
	In-Kind	$0		
(8) Food Costs	Cash	$46,926	$46,926	
	In-Kind	$0		
(9) Other Costs	Cash	$25,926	$25,926	
	In-Kind	$0		
(10) Allocated Direct Costs	Cash	$0		
	In-Kind	$0		
(11) Total Direct Costs	Cash	$156,042	$156,042	$0
	In-Kind	$1,300	$1,300	$0
(12) Indirect Costs @ 10% MAX	Cash	$2,168	$2,168	
	In-Kind	$0		
(13) Subrecipient Costs	Cash	$0		
	In-Kind	$0		
(14) TOTAL COSTS	Cash	$158,210	$158,210	$0
	In-Kind	$1,300	$1,300	$0

FUNDING CATEGORY		**(b) Budgeted Funds**	**Budget Allocation**	
			(i) Congregate Meals	**(ii) Nutrition Education**
(15) USDA NSIP	Cash	$5,963	$5,963	
	In-Kind	$0		
(16) Non-Matching	Cash	$382	$382	
	In-Kind	$0		
(17) Matching	Cash	$15,255	$15,255	
	In-Kind	$1,300	$1,300	
(18) Grant Related Income	Cash	$7,000	$7,000	
	In-Kind	$0		
(19) Title IIIC1 State GF Grant Funds	Cash	$32,344	$32,344	
	In-Kind	$0		
(20) Title IIIC1 Federal Grant Funds	Cash	$97,266	$97,266	
	In-Kind	$0		
(21) TOTAL FUNDING	Cash	$158,210	$158,210	$0
	In-Kind	$1,300	$1,300	$0

MATCH CHECK		(c) Match	(i) Congregate Meals	(ii) Nutrition Education
Total Match		$16,555	$16,555	$0
10.53% Minimum		11%	11%	#DIV/0!

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

OLDER AMERICANS ACT (OAA) TITLE IIIC2 HOME-DELIVERED NUTRITION BUDGET

Agency: Tehama County Meals on Wheels

Budget Period: July - June (12 months)

Fiscal Year: (X) Original Budget ( ) Revision No. ___

Date: 9/3/2025

Contracted # of Meals: 23815

COST CATEGORY		Budgeted Costs	Budgeted Activities	
			(i) Congregate Meals	(ii) Nutrition Education
(1) Personnel	Cash	$149,498	$149,498	
	In-Kind	$2,900	$2,900	
(2) Fringe Benefits	Cash	$29,291	$29,291	
	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	$6,720	$6,720	
	In-Kind	$0		
(8) Food Costs	Cash	$109,495	$109,495	
	In-Kind	$0		
(9) Other Costs	Cash	$23,759	$23,759	
	In-Kind	$0		
(10) Allocated Direct Costs	Cash	$0		
	In-Kind	$0		
(11) Total Direct Costs	Cash	$318,763	$318,763	$0
	In-Kind	$2,900	$2,900	$0
(12) Indirect Costs @ 10% MAX	Cash	$5,058	$5,058	
	In-Kind	$0		
(13) Subrecipient Costs	Cash	$0		
	In-Kind	$0		
(14) TOTAL COSTS	Cash	$323,821	$323,821	$0
	In-Kind	$2,900	$2,900	$0

FUNDING CATEGORY		Budgeted Funds	Budget Allocation	
			(i) Home-Delivered Meals	(ii) Nutrition Education
(15) USDA NSIP	Cash	$14,768	$14,768	
	In-Kind	$0		
(16) Non-Matching	Cash	$2,048	$2,048	
	In-Kind	$0		
(17) Matching	Cash	$31,011	$31,011	
	In-Kind	$2,900	$2,900	
(18) Grant Related Income	Cash	$12,500	$12,500	
	In-Kind	$0		
(19) Title IIIC2 State GF Grant Funds	Cash	$160,140	$160,140	
	In-Kind	$0		
(20) Title IIIC2 Federal Grant Funds	Cash	$103,354	$103,354	
	In-Kind	$0		
(21) TOTAL FUNDING	Cash	$323,821	$323,821	$0
	In-Kind	$2,900	$2,900	$0

MATCH CHECK		(c) Match	(i) Home-Delivered Meals	(ii) Nutrition Education
Total Match		$33,911	$33,911	$0
10.53% Minimum		11%	11%	#DIV/0!

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

Area Agency on Aging, PSA 3
3B-3C Services Budget
AAA 3 122P (Oct. 2017)

AREA PLAN PROPERTY / EQUIPMENT JUSTIFICATION

PROPERTY AUTHORIZATION BUDGET SUPPLEMENT AREA PLAN PROPERTY/EQUIPMENT JUSTIFICATION

BUDGET PERIOD: PROVIDER: CONTRACT NO.: DATE: PSA # 03

ITEM DESCRIPTION	PURPOSE/JUSTIFICATION Describe use and need - Property must be reasonable and necessary to program operation	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT					

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:

   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. Property – detailed descriptions and unit costs, specified for each fund source. See section 3.4 Property, of the Program Guide (Exhibit G).
    g. Supplies - to include items that do not qualify as property, specified for each fund source. See section 3.4 Property, of the Program Guide (Exhibit G).
    h. Equipment - detailed descriptions and unit costs.
    i. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
    j. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
    k. 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 fifteen percent (15%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 15% 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 Fifteen percent (15%) 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. Non-IIIB & IIIC 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)

1. The Area Plan Financial Closeout Report and the Program Property Inventory Certification shall be submitted annually to the PRIME RECIPIENT. All subawards are required to submit Closeout reports as instructed by PRIME RECIPIENT.

2. Federal funds will be reduced proportionately to maintain the required matching ratios if the Subrecipient 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 PRIME RECIPIENT in accordance with the allocations and funding periods specified in the budget display. If the expenditures reported by the Subrecipient exceed

the paid amount, Prime recipient will reimburse the difference to the Subrecipient up to the program funding allocation amounts listed on the budget display. If the expenditures reported by the Subrecipient are less than the paid amount, PRIME RECIPIENT will invoice the subrecipient for disallowed or unexpended funds only.

The payment on the invoice is due no later than 30 days from the date on the invoice.

If payment is not received within 30 calendar days, PRIME RECIPIENT will collect payment from upcoming disbursements. To reflect any funds recovered through offset or invoicing, the Subrecipient must update its accounting records to properly record the reversal of prior expenditures and reduce obligations under the applicable fiscal year funding period. All adjustments must comply with federal cost principles and PRIME RECIPIENT guidance.

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 RECEIPIENT 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 RECEIPIENT 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)**

General

1. PRIME RECIPIENT or 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 Subrecipient providing services under this subaward through on-site inspections, audits, and other applicable means the PRIME RECIPIENT determines necessary. In the event that PRIME RECIPIENT is informed of an audit by an outside federal or State government entity affecting the Subrecipient, PRIME RECIPIENT will provide timely notice to the Subrecipient.

2. The Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this subaward 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 PRIME RECIPIENT, 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. The Subrecipient shall cooperate with and participate in any further audits which may be required by PRIME RECIPIENT, the State, including CDA fiscal and compliance audits.

FISCAL and COMPLIANCE AUDITS

1. The PRIME RECIPIENT shall perform fiscal and compliance audits of subrecipient in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The 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)

Program Guide Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR Subpart F)

1. SUBRECIPIENT Single Audit Reporting Requirements
    a. SUBRECIPIENTs that expend $1,000,000 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:
Chico State Enterprises
Attention: Passages SP Analyst
25 Main Street, Suite 103 Chico, CA 95928-5388

    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 SUBRECIPIENT 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 Subawards that do not have CFDA numbers, the SUBRECIPIENT 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 through CSE.

2. The SUBRECIPIENT 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 CSE review.

3. Contract Resolution of Prime Recipient's Subrecipient

The PRIME RECIPIENT shall have the responsibility for resolving its subaward with its subrecipients to determine whether funds provided under this sub-award are expended in accordance with applicable laws, regulations, and provisions of this Sub-award. The PRIME RECIPIENT shall, at a minimum, perform Contract resolution within fifteen (12) months of the "Financial Closeout Report."

4. The PRIME RECIPIENT shall ensure that Subrecipient single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.

5. Contract resolution includes:

a. Ensuring that Subrecipients expending $1,000,000.00 or more in federal awards during the Subrecipient'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 Subrecipient's single audit report and ensuring that the Subrecipient takes appropriate and timely corrective action.
c. Reconciling expenditures reported to the SUBRECIPIENT to the amounts identified in the single audit or other type of audit if the Subrecipient was not subject to the single audit requirements. For a Subrecipient 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 SUBRECIPIENT 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 SUBRECIPIENT 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 SUBRECIPIENT's own 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 RECEIPIENT 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 1251et 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 RECEIPIENT 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 93.045 93.053	No

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 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 for the subcontractor to carry out part of a federal award received by the AAA under this Program Guide. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program

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 Ill 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 RECEIPIENT.

3. When funding is provided for construction and non-construction activities, Subrecipient must obtain prior written approval from RECEIPIENT 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. T his 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- 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 RECEIPIENT requests information in addition to this report, the SUBRECIPIENT shall make reasonable efforts to provide RECEIPIENT with such information. RECEIPIENT 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 RECEIPIENT 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. RECEIPIENT 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 RECEIPIENT:** 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 RECEIPIENT, 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 RECEIPIENT 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)

1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named "S.W.A.G".

S.W.A.G stands for "Stuff We All Get." The executive memo has not been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo.

SPECIFIC EXAMPLES OF S.W.A.G

In the executive memo, Governor Brown named specific items that constitute S.W.A.G, which he defined as "free giveaway and gift items," including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other "unnecessary" items. This is not an exhaustive list.

Ultimately, there is no specific case law defining SW.A.G.; each case is unique. AAAs must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the AAA to maintain a record and keep a written justification regarding the purchase in its procurement file, as discussed below.

2. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT

If the AAA determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol 2. Chapter 400, section 401:

Promotional Materials-401

Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the AAA's business needs. Written justifications should include a description of the type of event(s) and how the promotional material(s) will be used.

[See: https://www.dgs.ca.gov/PD/Resources/SCM/TOC/2/2-8, All expenditures of public funds must support the Department's function, purpose, and benefit the state.]

3. FUNCTIONALITY AS AN ASSESSMENT FACTOR

In conducting its analysis on whether a promotional item constitutes S.W.A.G or should be deemed an allowable expense, the AAA may consider:

• The functionality of the item,

• Whether the item is given to a targeted group of people vs. to the general public,

• Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA's business needs.

4. AAAs should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the AAA deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.

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 funding 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 Ill 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 Ill, Part B - Grants for Supportive Services and Senior Centers (Title Ill B).

   93.045 Special Programs for the Aging-Title Ill, Part C - Nutrition Services (Title Ill 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 Ill or Title VII-A services shall not use means

tests.

b. Any Title Ill 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 Ill 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 Ill C-1 and Title Ill C-2 meals are only received by eligible individuals.

14. If a Senior home-delivered program provider, Subrecipient shall annually assess each Title Ill 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 Ill B, Title Ill C-1, Title Ill C-2, and Title I11-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 Ill. 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 Ill 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 Ill. 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.

A. 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)].

B. 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 Mariana Brimm, 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

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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 FAD1A8EC1A93492... 10/14/2024

Mary Sidney
CEO
Chico State Enterprises
25 Main Street Room 202
Chico, CA 95928

Signed by: Andrew Sachs 8880DC44041F428... 10/14/2024

Andy Sachs
Assistant Deputy Director
Office of Finance & Administration Svs
California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

DS 8/12/2024

Joel Chan Date
Contracts Officer

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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)

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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

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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

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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

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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

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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

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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)

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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.

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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.

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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.

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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.

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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.

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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.

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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.

California Department of AGING

PROGRAM GUIDE

Revised August 2025

Prohibition on copying and pasting this Program Guide into other contracts or solicitations.

The California Department of Aging warns that incorporating this Program Guide “by reference”, or including some version of the guide without including both *expressly identified* and *indirectly identifie*d *items* which must be included at both the RFP/IFB stage (per 22 CCR 7354) and the contract stage (per 22 CCR 7364) could potentially end up with the AAA omitting key terms, and the AAAs do so at their own risk.

Revision History

Revision	Date of Release	Purpose
Initial Version	04/10/2024	Initial Version Release

02/2025	02/28/2025	Program Guide Revision 02/2025:
		• Added: (Inside Cover Page) Prohibition on copying and pasting Program Guide
		• Revised 3.2.2, Subcontractors, Item 10
		• Revised 3.2.2, Subcontractors, Items 11 & 12 (combined)
		• Revised 3.11.4 Safeguards and Security (added 9-12)
		• Removed 3.11.7 Background Check, Paragraph 1
		• Moved 3.11.7 (1-4) under 3.11.4 (added as 9-12)
		• Revised 3.13 Public Education and Information
		• Revised 3.13.2 Advertising and Public Relations
		• Added 3.13.3 Approval Requirements for Advertising & Pub. Rel.
		• Removed 3.14 Bilingual & Linguistic Program Services
		• Revised Numbering 4.2.2, Assurances Specific to Legal Service Providers (LSPs) Items 1-8
		• Revised 4.2.3, Data Reporting for Title III, Item 1.a.
		• Revised 4.3.1, Eligible Service Population for Title II E, Item 6
		• Revised 4.3.1, Title III C-1(Congregate Nutrition Svcs.), Item 22
		• Revised 4.3.1, Title III C-2 (Home-Deliv. Nutrition Svcs.) Item 24
		• Revised 4.4.3, Title III C (Nutrition Services) & Nutrition Incentive Program, Item 3
		• Revised 4.9, Reporting, Item 8.a.
		• Removed 4.9, Reporting, Items 8.b. and c.
		• Revised 5.7, Program Specific Budget and Budget Revision, Item 5
		• Revised 6.2, Assurances, Item 9.a.
		• Revised 6.5.1, Indirect Costs, Items 1 and 2
		• Added new MIPPA language
		  • 7.2.12, Compliance with ACL Guidance Related to VRPM
		  • 7.2.13, Compliance with ACL Guidance Related to COI
		  • 7.4.2, AAA Responsibilities, Item 12
		• Removed 7.4.4, Other Provisions & Assumptions, Item1 (dup.)

08/2025	08/1/2025	Program Guide Revision 08/2025: • Revised 1.5, Usage of this Program Guide, Chapter 5 (added SCSEP) • Revised 3.1.1, General Definitions, Item 18 • Revised 3.2.2, Subcontracts, Item 4 • Added 3.2.2, Subcontracts, Items 7 and 8 • Revised 3.2.2, Subcontracts, Item 12.d. • Added 3.2.2, Subcontracts, Item 14 • Revised 3.4, Property, Item 2 • Revised 3.13.1, S.W.A.G. Ban • Revised 4.3.1, Program Definitions, Item 8 • Revised 4.3.1, Program Definitions, Item 14d

		• Moved 4.3.1, Program Definitions, Item 23 moved to 26 • Added 4.4.3, Title III C (Nutrition Services), Item 13 • Revised 4.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 4.5.1, Indirect Costs, Item 1-3 • Revised 4.7.2, Allocation Transfers, Item 3 • Revised 4.7.3, Matching Requirements, Items 2-3 • Revised 4.8, Payments, Item 2 • Added 4.8, Payments, Items 3-5 • Added 5.3, Program Definitions, Items 30 and 31 • Added 5.4, Scope of Work, Item 3.b • Revised 5.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 5.5.1, Indirect Costs, Items 1-2, removed Item 3 • Revised 5.8, Payments, Items 2-3 • Added 5.8, Payments, Items 4-5 • Revised 6.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 6.5.1, Indirect Costs, Item 1 • Revised 6.8, Payments, Item 2 • Added 6.8, Payments, Items 3-5 • Revised 7.5, Budget and Budget Revisions, Item 2.f and 2.g • Revised 7.5.1, Indirect Costs, Item 1 • Revised 7.7, Payments, Item 2

Approvals

Revision #	Name	Role	Date
02/2025	Andy Sachs	Assistant Deputy Director, OFAO	02/28/2025
08/2025	Andy Sachs	Assistant Deputy Director, OFAO	08/1/2025

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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 (*Revised 08/25)*

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/SCSEP – terms and conditions specific to the provision of Title V/SCSEP 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 *(Revised 08/25)*

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 for the Subcontractor to carry out part of a federal award received by the Contractor under this Program Guide. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program

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 *(Revised 08/25)*

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 funding periods, as outlined in the program budget displays.

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. Pursuant to 2 CFR § 200.332(a), the AAA must verify that a subcontractor is not excluded or disqualified in accordance with 2 CFR § 180.300. Verification methods are provided in § 180.300 which includes confirming in *SAM.gov* that the potential subcontractor is not suspended, debarred, or otherwise excluded from receiving federal funds.

8. The AAA shall ensure every subcontract is clearly identified to the subcontractor as a subcontract and includes the information provided below. The AAA must provide the best available information when some of the information below is unavailable. The AAA must provide the unavailable information when it is obtained. Required information includes:

a. Federal award identification:

i. Subcontractor's name (must match the name associated with the UEI);
ii. Subcontractor's UEI);
iii. Federal Award Identification Number (FAIN);
iv. Federal Award Date;
v. Subcontract Period of Performance Start and End date;
vi. Subcontract Budget Period Start and End date;
vii. Amount of Federal Funds Obligated in the subcontract;
viii. Total Amount of Federal Funds Obligated to the subcontractor by the AAA, including the current financial obligation;
ix. Total Amount of the Federal Award committed to the subcontractor by the AAA;
x. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
xi. Name of the Federal agency, AAA and contact information for Contractor's Awarding Official;
xii. Assistance Listings Title and Number; the AAA must identify the dollar amount made available under each federal award

and the Assistance Listings Title and Number at the time of disbursement;

xiii. Identification of whether the federal award is for research and development; and

xiv. Indirect cost rate for the federal award including if the de minimis rate is used in accordance with 2 CFR § 200.414.

b. All requirements of the subcontract, including requirements imposed by federal statutes, regulations, and the terms and conditions of the federal award.

c. Any additional requirements the AAA imposes on the subcontractor for the AAA to meet its responsibilities under the federal award. This includes information and certifications required for submitting financial and performance reports that the AAA must provide to the federal agency. (2 CFR § 200.415)

9. The AAA shall monitor the insurance requirements of its subcontractors in accordance with Section 3.8 of this Program Guide.

10. 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.

11. 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.

12. In the case of small contracts not over $100,000 in the aggregate, an 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. [22 CCR 7352(g)] Although a competitive process is not required, a Pre-Award Review is required for small contracts with for-profits, as follows:

a. Pre-Award Review: Prior to informally selecting the for-profit entity with which to contract or obtain the purchase, the AAA shall submit the following to CDA for review and approval for small contracts (under $100,000 in the aggregate):

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 on individual bidder letterhead

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 details as to the requirement(s) that have not been met.

c. The AAA shall maintain all of the following for a period of three (3) years after final payments are made and all other pending matters are closed: 1) Copies of all approved bids or proposals and any amendments or changes thereto; 2) A statement of the criteria used to approve awards; 3) Copies of the award documents and contracts entered into pursuant to section 7364; 4) Other information as required by 45 CFR 92.36(b), [CCR Title II, Section 7352(h), as well as CDA's determination letter.

d. Generally, the term "aggregate" applies to the total stated face value of a contract made in good faith between two parties, for our purposes often the AAA and a subcontractor.

EXAMPLE: GOOD FAITH (TWO VENDORS, TWO CONTRACTS, ONE RFP)

An RFP goes out seeking services for $120,000. The AAA does not receive a bid from a single vendor that can fulfill the $120,000 request. However, the AAA receives bids for $70,000 from vendor A and $50,000 from vendor B. Therefore, the AAA splits the contract amount into $70,000 with vendor A and $50,000 with vendor B to complete the entirety of the services required by the initial RFP.

In this scenario, the aggregate value is NOT over $100,000. When a good faith effort results in two contracts, with two different vendors, for the same service, and each contract is less than $100,000, the aggregate value of the award is less than $100,000. While the initial RFP indicated an amount over the $100,000 threshold, the end result became two small contracts, each in the amount of less than $100,000.

EXAMPLE: BAD FAITH

An AAA may not reduce the aggregate value of the contract by deliberately reducing or dividing what would normally be one large contract into smaller contracts to bypass bidding or oversight responsibilities. An example of bad faith dealing when carrying out a contract between the AAA and a subcontractor would include splitting two awards/contracts into two unreasonable amounts, e.g., $99,000 and $999, to avoid the $100,000 threshold trigger for the RFP process. Bad faith dealings could also exist when an AAA could have chosen one entity to carry out a service in the amount of $100,000 or over within one contract but chose to split the award into two contracts with two entities for the same service, e.g., one contract for $80K and the additional contract for $20K, with the intention of avoiding the RFP process.

Acting in this manner would be inconsistent with the purpose and mission of the open and competitive process required by California regulations and could potentially deprive competent and eligible entities from the opportunity to present their case to serve the AAA and its community. Splitting a contract/award in such a way would constitute bad faith and unfair dealing. CDA expects that AAAs will act in good faith when contemplating and executing contractual awards to promote open and fair competition.

An AAA should work with their legal counsel to interpret the applicable provisions of federal and state law, and to otherwise determine the good faith aggregate value of its contracts as is necessary.

13. Contracts over $100,000 in the aggregate for any entity must follow an open and competitive process [22 CCR 7352].

The AAA shall, prior to the awarding of a contract to any for-profit entity, submit the following to CDA for review and approval:

a. The Request for Proposal (RFP) or Invitation for Bid. [22 CCR 7362(a)(1)]

b. All bid proposals received. [22 CCR 7362(a)(2)]

c. The proposal or bid evaluation documentation, along with the AAA's rationale for awarding the contract to a for-profit entity. [22 CCR 7362(a)(3)].

d. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356].

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 competitive award to a for-profit entity or will provide details as to the requirement(s) that have not been met.

The AAA must maintain all documentation on file that supports a competitive award to a for-profit entity, as well as CDA's determination letter.

Where a program may be contracted 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.

14. The AAA shall require subcontractors to obtain AAA approval prior to awarding a contract to a for-profit entity:

a. Contracts under $100,000:

i. The AAA shall follow their internal process to make the determination for approval or denial of the award.

b. Contracts over $100,000:

i. The AAA shall evaluate that the requirements for an open and competitive process [22 CCR 7352] were followed.

ii. The AAA shall follow their internal process to make the determination for approval or denial of the award.

15. 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.

16. 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.

17. 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.

18. 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 *(Revised 08/25)*

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 (SAM 8610.5):

   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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. If purchase of property is a reimbursable item, the property to be purchased will be specified on an approved Budget.

15. 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.

9. 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.

10. 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.

11. 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.

12. 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.

3.11.5 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 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.

3.11.8 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.

3.11.9 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.

3.11.10 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

3.11.11 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.

3.11.12 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.

3.11.13 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.

The AAA shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU shall include the following funding disclaimer:

a. "The materials or product were a result of a project funded by a contract with the California Department of Aging".

AAAs and subcontractors that produce educational materials that mention the CDA name (outside of the funding disclaimer) or use the CDA logo must receive approval from the CDA Office of Communications prior to production. Subrecipients that produce PE&I materials must receive written approval from the CDA Office of Communications if the CDA is mentioned anywhere other than within the funding disclaimer, or if the CDA logo is used. 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.

Questions regarding the inclusion, size or placement of the CDA logo 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 *(Revised 08/25)*

1. In 2011, Governor Jerry Brown issued an executive memo that has banned state agencies and departments from spending taxpayer money on promotional items, which he named “S.W.A.G.”.

S.W.A.G stands for “Stuff We All Get”. The executive memo has **not** been overturned and is still in effect; accordingly, all entities that receive state funds must adhere to the executive memo.

SPECIFIC EXAMPLES OF S.W.A.G.

In the executive memo, Governor Brown named specific items that constitute S.W.A.G., which he defined as “free giveaway and gift items”, including key chains, squeeze toys, pens, hats, trinkets, shirts, cups, flashlights, ashtrays, and other “unnecessary” items. This is not an exhaustive list.

Ultimately, there is no specific case law defining S.W.A.G.; each case is unique. AAAs must assess whether an item is either S.W.A.G., or an allowable expense. The decision to proceed with the purchase at issue as an allowable expense requires the AAA to maintain a record and keep a written justification regarding the purchase in its procurement file as discussed below:

2. KEEPING WRITTEN JUSTIFICATION FOR PROCUREMENT

If the AAA determines that it is moving forward with the purchase of a promotional item, it should comply with the procedures outlined in SCM Vol. 2 Chapter 400, section 401:

Promotional Materials – 401

Prior to conducting a purchase for promotional materials, written justification must be kept in the procurement file supporting how the purchase of promotional materials meets the departmental mission and the AAA's business needs. Written justifications should include a description of the type of event(s) and how the promotional material(s) will be used.

[See: https://www.dgs.ca.gov/PD/Resources/SCM/TOC/2/2-8, *All expenditures of public funds must support the Department's function, purpose, and benefit the state.]*

3. FUNCTIONALITY AS AN ASSESSMENT FACTOR

In conducting its analysis on whether a promotional item constitutes S.W.A.G. or should be deemed an allowable expense, the AAA may consider:

- The functionality of the item,
- Whether the item is given to a targeted group of people vs. to the general public,
- Whether the items are to be used for promotional purposes in support of the departmental mission and the AAA's business needs.

4. AAAs should work with their counsel to determine whether a promotional item may constitute S.W.A.G. If the AAA deems the item an allowable expense, this will trigger the requirement to maintain written justification in its procurement files.

3.13.2 Advertising and Public Relations

The AAA shall assure that publications, press releases, paid and earned advertisements, outreach and media, media and kick-off events, educational materials and public notice conditions are met by ensuring that:

Materials published or transferred by the AAA and financed with funds under this Program Guide and the MOU shall include the following funding disclaimer:

a. "The materials or product were a result of a project funded by a contract with the California Department of Aging".

Any materials that utilize the CDA logo or name (outside of the funding disclaimer), require approval by the CDA Office of Communications prior to publication and dissemination. The use of the CDA logo and CDA mention outside of the funding disclaimer is at the discretion of the AAA. If the CDA logo or CDA mention is used, 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.

3.13.3 Approval Requirements for Advertising and Public Relations

This section further clarifies the approval requirements as outlined in sections 3.13 and 3.13.2.

Approval Required

Materials that use the CDA logo, including:

- Paid advertising
- Earned advertising
- Outreach materials
- Educational materials
- Media events
- Public notices

No Approval Required:

- Materials that **only** mention CDA in the funding disclaimer "The materials were funding 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.

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.

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.

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

3.13.4 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 Funds

3.14.1 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.

3.14.2 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]

3.14.3 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).

3.14.4 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.

3.14.5 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.

3.14.6 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.

3.14.7 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.

3.14.8 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.

3.15 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 its subcontractors 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.

4.2.2 Assurances Specific to Legal Service Providers (LSPs)

In accordance with OAA § 731, the AAA 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.

4.2.3 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 and Financial Reporting for Title IIIE 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 *(Revised 08/25)*

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. Older relative caregivers (age 55+) who are primarily caring for a child or individual with a disability are also eligible for services. [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)(3)]

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)(4)(C)]

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 reallotment 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 provided to older individuals in an in-person or virtual 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. **Title III C-2 (Home-Delivered Nutrition Services):** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include 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)]

24. **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)]

25. **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)]

26. **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.

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 *(Revised 08/25)*

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. Food facilities (i.e., sites that store, prepare, package or portion food) must be monitored on-site annually by the AAA Registered Dietitian (RD) [22 CCR 7634.3(d)]. Non-food facilities that only distribute packaged meals (i.e., do not store, prepare, package or portion food – therefore don't meet the California Retail Food Code's definition of a "food facility") must be monitored at least every other year on-site. Sites must be monitored using a standardized procedure developed by the AAA that ensures all sites are monitored systematically. AAA policies and procedures must guarantee the following:

   a. AAA RD monitoring of each food facility annually on-site.

   b. AAA RD monitoring of non-food facility nutrition sites (i.e., sites that do not store, prepare, package, or portion food) at least every other year on-site.

   c. AAA RD monitoring of non-food facility nutrition sites more often if they are at increased risk for food safety violations or have a history of corrective actions.

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.

13. Meet requirements for Title III To-Go Meals:

a. Title III C-1 To-Go Meals:

i. For C-1 To-Go meals that are consumed onsite:

a) At least a portion of the meal is consumed in a congregate setting. Congregate settings include indoors (restaurants, grocery stores, etc.) or outdoors (parks, picnics, food trucks, festivals, events, tailgate parties, etc.).

ii. For C-1 To-Go meals that are consumed offsite:

a) Meal is picked up by the client (or representative) or delivered to the client.

b) In-person or virtual interaction is included with the meal.

Examples include:

1) In-person group dining at a congregate site such as a restaurant, park, food truck, etc.)

2) In-person, one-on-one interaction during the meal with program volunteer.

3) Virtual group interaction scheduled by the nutrition provider such as nutrition education, virtual museum or travel tours, or group chat on virtual platforms such as GoogleMeet, Zoom, FaceTime, or similar applications that offer live interaction with participants.

4) Virtual one-on-one interaction during the meal arranged by the nutrition provider via telephone or virtual platform (Zoom, FaceTime, etc.).

c) The sign-in procedure includes confirmation that the client intends to participate in the virtual group interaction. The meal is considered a C-1 meal if the client confirms their intent to join the virtual activity. The meal is considered a C-2 meal if the client does not confirm their intent to join the virtual activity.

d) The service provider is responsible for tracking confirmation of planned attendance; however, the provider is not responsible for verifying the client attends the virtual activity.

b. Title III C-2 To-Go Meals

i. Meet the following criteria for Title III C-2 To-Go Meals:

a) Meal is picked up by client (or client's agent) or delivered by the provider to the client.

b) Meal is consumed off-site (i.e., not in a congregate setting).

c) Participation in in-person or virtual interaction with the meal is declined or not available.

ii. Complete initial assessment for all new C-2 clients within 2 weeks of the start of service.

a) The CCR 7638.3(a)(2) requirement for initial assessments to be conducted “in the home” does not apply if meals are picked up rather than home-delivered; assessments may be completed in person at time of meal pick-up or via telephone. If meals are home-delivered by the provider, the initial assessment must be conducted in the home.

b) Complete quarterly eligibility reassessments for all C-2 clients.

1) The CCR 7638.3(a)(4) requirement for quarterly eligibility reassessments to be conducted “in the home” every other quarter does not apply if meals are picked up rather than home-delivered by the provider and may be done in-person at the time of meal pick up or by phone. If meals are home-delivered, the quarterly eligibility reassessments must be conducted in the home every other quarter.

2) Establish a wait list and a prioritization policy as per CCR 7638.3(c) if unable to serve all eligible individuals.

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 *(Revised 08/25)*

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. See Section 3.4 Property, of this Program Guide.

g. Supplies – to include items that do not qualify as property, specified for each fund source. See Section 3.4 Property, of this Program Guide.

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 - Increases effective July 1, 2025 *(Revised 08/25)*

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) 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 $50,000 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 $50,000. 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 fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

3. Indirect costs exceeding the fifteen percent (15%) 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 *(Revised 08/25)*

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, for any funding, as specified in section 4.7 of this Program Guide.

4.7.3 Matching Requirements *(Revised 08/25)*

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 federal matching requirement is fifteen percent (15%). The State provides the five percent (5%) State requirement portion of this match. The AAA contributions for Title III B, not including Ombudsman and III C, is ten percent (calculation factor of 10.53%).

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 (calculation factor of 10.53%)..

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 *(Revised 08/25)*

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 the budget display. Payments after the advance has been provided will be made to reimburse expenditures reported, as outlined in Item 1 of this section of this Program Guide.

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, the AAA must submit additional documentation or justification to support the reported expenditures.

6. 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.

7. 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.

8. 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.

9. 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).

10. 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 AAA 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 electronically submit data reports for the Elder Abuse Prevention Program service categories according to the CDA Service Categories and Data Dictionary into CARS on a quarterly basis by the following 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

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 affect 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, warrantees 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 (FAPIIS). 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 *(Revised 08/25)*

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) Grantee Performance Management System (GPMS) 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(I)(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. **"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 for the Subcontractor to carry out part of a federal award received by the Contractor under this Program Guide. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal program.

31. **"Subcontractor":** The legal entity that receives funds from the AAA to carry out any part of a federal award identified in this Program Guide.

32. **"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]

33. **"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)]

34. **"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]

35. **"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)]

36. **"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]

37. **"Web Data Collection System (WDCS)":** 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 *(Revised 08/25)*

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.

xi. California Healthy Workplaces/Healthy Families Act 2014.

xii. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]

xiii. Terms and Conditions of this Program Guide, the MOU, and the Terms and Conditions of the current SCSEP grant.

xiv. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.

xv. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.

xvi. 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. Pursuant to 2 CFR § 200.332(a), The AAA must verify that a subcontractor is not excluded or disqualified in accordance with 2 CFR § 180.300. Verification methods are provided in § 180.300 which includes confirming in *SAM.gov* that the potential subcontractor is not suspended, debarred, or otherwise excluded from receiving federal funds.

The AAA shall ensure every subcontract is clearly identified to the subcontractor as a subcontract and includes the information provided below. The AAA must provide the best available information when some of the information below is unavailable. The AAA must provide the unavailable information when it is obtained. Required information includes:

i. Federal award identification:

a) Subcontractor's name (must match the name associated with the UEI);
b) Subcontractor's UEI);
c) Federal Award Identification Number (FAIN);
d) Federal Award Date;
e) Subcontract Period of Performance Start and End date;
f) Subcontract Budget Period Start and End date;
g) Amount of Federal Funds Obligated in the subcontract;
h) Total Amount of Federal Funds Obligated to the subcontractor by the AAA, including the current financial obligation;
i) Total Amount of the Federal Award committed to the subcontractor by the AAA;
j) Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);
k) Name of the Federal agency, AAA and contact information for Contractor's Awarding Official;
l) Assistance Listings Title and Number; the AAA must identify the dollar amount made available under each federal award and the Assistance Listings Title and Number at the time of disbursement;
m) Identification of whether the federal award is for research and development; and
n) Indirect cost rate for the federal award including if the de minimis rate is used in accordance with 2 CFR § 200.414.

ii. All requirements of the subcontract, including requirements imposed by federal statutes, regulations, and the terms and conditions of the federal award.

iii. Any additional requirements the AAA imposes on the subcontractor for the AAA to meet its responsibilities under the federal award. This includes information and certifications required for submitting financial and performance reports that the AAA must provide to the federal agency. (2 CFR § 200.415)

c. Conduct an annual onsite monitoring, evaluate, and document the Subcontractor's performance and compliance with this Program Guide.

d. 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 *(Revised 08/25)*

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 that do not qualify as property. See section 3.4 Property of this Program Guide.

g. Property – detailed description and unit costs. See section 3 Property, of this Program Guide.

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 – Increases effective July 1, 2025 *(Revised 08/25)*

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) 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 $50,000 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 $50,000 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 fifteen percent (15%) 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). [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 limited to ten (10%) percent 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 *(Revised 08/25)*

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. Payments after the advance has been provided will be made to reimburse expenditures reported, as outlined in Item 1 of this section of this Program Guide.

3. During the entirety of the funding period, the AAA shall report quarterly accruals and monthly actual expenditures. [2 CFR 2900 14]

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, the AAA must submit additional documentation or justification to support the reported expenditures.

6. 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 WDCS on a routine basis.

   b. Review and continually seek to clear errors in the WDCS 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 $221,990. HRSA Bulletin 2024-02E

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 subjection 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 *(Revised 08/25)*

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 that do not qualify as property. See Section 3.4 Property, of this Program Guide.

g. Property - detailed descriptions and unit costs. See section 3.4 Property, of this Program Guide.

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 – Increases effective April 1, 2025 (*Revised 08/25)*

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) 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 $50,000 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 $50,000. 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 fifteen percent (15%) 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 *(Revised 08/25)*

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 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 the budget display. Payments after the advance has been provided will be made to reimburse expenditures reported as outlined in Item 1 of this section of this Program Guide.

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, the AAA must submit additional documentation or justification to support the reported expenditures.

6. 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.

7.2.12 Compliance with ACL Guidance Related to VRPM

The AAA shall assure, either as direct services or contracted services, full compliance with Administration for Community Living (ACL) guidance related to Volunteer Risk and Program Management (VRPM) policies.

ACL VRPM required policies include, but are not limited to:

1. All volunteers and staff members in positions of trust are subject to a background and national-level criminal record check.

2. The AAA shall have a protocol for determining which criminal violations render a volunteer or staff member unsuitable for assignments.

ACL VRPM requirements can be accessed from the ACL VRPM Policies Webpage.

7.2.13 ACL Guidance Related to Conflicts of Interest

The AAA shall assure, either as direct services or contracted services, compliance with ACL guidance related to Conflict of Interest (COI), which includes, but is not limited to, guidance provided on the ACL Managing Conflicts of Interest in SHIP, SMP and MIPPA Programs Webpage and the guidance document, Conflict of Interest: Identification, Remedy, and Removal.

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.

12. Ensure that AAAs and/or MIPPA service provider key personnel attend all CDA required MIPPA meetings and training sessions.

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. 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 *(Revised 08/25)*

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 that do not qualify as property. See section 3.4 Property, of this Program Guide.

g. Property - detailed description and unit costs. See section 3.4, Property, of this Program Guide.

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 - Increases effective September 1, 2025 *(Revised 08/25)*

1. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) 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 *(Revised 08/25)*

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 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 the budget display. Payments after the advance has been provided will be made to reimburse expenditures reported, as outlined in Item 1 of this section of this Program Guide.

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.

E-Contract Review
Approval as to Form

Department Name: Social Services

Vendor Name: Chico State Enterprises

Contract Description: For the purpose of Meals on Wheels

APPROVED AS TO FORM:



Date: 11/04/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-1948 **Enactment Number: MISC. AGR 2025-323**

9. TEHAMA COUNTY COMMUNITY ACTION AGENCY **25-1948**

a) AGREEMENT - Request approval and authorization for Tehama County Community Action Agency ex officio Executive Director Bekkie Emery to sign Subaward A25-0006-S008 with Chico State Enterprises, on behalf of the Area 3 Agency on Aging for the provision of the Meals on Wheels program in an amount not to exceed $413,835, effective 7/1/25 through 6/30/26

Enactment No: MISC. AGR 2025-323

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 11/18/2025.

Attest: Megan Willis **November 20, 2025**

Date Certified

E-Contract Review
Approval as to Form

Department Name: DSS / Community Action Agency

Vendor Name: Chico State Enterprises

Contract Description: For the purpose of Meals on Wheels program

APPROVED AS TO FORM:



Date: 04/08/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Chico State Enterprises

SUBAWARD AMENDMENT

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

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

Tehama County , hereafter called Subrecipient

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

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

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

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

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

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

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

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

Tehama County

Agenda Request Form

File #: 26-0609 **Agenda Date:** 4/28/2026 **Agenda #:** 7.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Executive Director to sign Amendment No. 1 to the Misc. Agreement 2025-151 with Helios Healthcare, LLC dba Idylwood Care Center for the purpose of providing community mental health services for adults who have serious mental illness pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code, thereby amending the agreement to replace Exhibit B to reflect the facility's updated rates for fiscal year 26/27, with a maximum compensation amount not to exceed $600,000, effective 7/1/25, and shall terminate 6/30/28

Financial Impact:
Costs of services will be paid for with Mental Health Realignment Funds and/or Mental Health Services Act dollars allocated for medically necessary services. Budget Unit is 40131 for Mental Health. There is no impact to the General Fund.

Background Information:
On 6/10/25, the Board of Supervisors approved the renewal of the agreement with Helios Healthcare, LLC for the purpose of providing community mental health services. This Amendment No. 1 is to update Exhibit B to include the rates for Fiscal Year 26/27. There is no change to the term or compensation amount. Placement is difficult for clients who need long-term residential mental health services. The approval of this Amendment will allow for the continued use of appropriate level facilities by Tehama County Mental Health clients. There continues to be a need for multiple long-term clients placed in Helios Healthcare facilities.

If this Amendment is not approved, clients who could be served at this facility 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 further distances and cause a disruption and delays for much needed services.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HELIOS HEALTHCARE, LLC dba IDYLWOOD CARE CENTER

This Amendment #1 to Agreement #2025-151, dated May 15, 2025, by and between the County of Tehama, through its Health Services Agency (County) and Helios Healthcare, LLC dba Idylwood Care Center (Contractor) for the provision of providing community mental health services to certain residents of Tehama County, shall be amended as follows:

Exhibit B shall be replaced in its entirety to include the updated rates for Fiscal Year 2026/2027.

It is mutually agreed that all other terms and conditions of Agreement #2025-15 shall remain in full force and effect.

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

COUNTY OF TEHAMA

Date: 4-15-26

Jayme S. Bottke, Executive Director

HELIOS HEALTHCARE, LLC

Date: 04/03/2026

Elena Mashkevich, Executive Director of Contracts

Vendor Number

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

Exhibit B

HELIOS HEALTHCARE, LLC	***7/1/2025***

SNF	***Room and Board/Per Diem ****	***County Supplemental Rate***
Idylwood Care Center Idylwood SNF - 2733 NPI - 1770501744	Medi-Cal Published Rate (For Indigent/Medi-Cal Ineligible)	$144.00 $170.00 $197.00 Negotiated
1:1 Supervision Rate Private Room		$32.00 per hour Medi-Cal Published Rate

* The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

HELIOS HEALTHCARE, LLC	***7/1/2026***

SNF	***Room and Board/Per Diem ****	***County Supplemental Rate***
Idylwood Care Center	Medi-Cal Published Rate	$149.00
Idylwood SNF - 2733	(For Indigent/Medi-Cal Ineligible)	$176.00
NPI - 1770501744		$199.00
		Negotiated

Additional Services and Rates:

Private Room Conversion	Medi-Cal Published Rate
1:1 supervision (per hour)	$33.00

* The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

End of Exhibit B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Helios Healthcare

Contract Description: For the purpose of community mental health services

APPROVED AS TO FORM:



Date: 03/26/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-0865 **Enactment Number: MISC. AGR 2025-151**

7. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-0865

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with Helios Healthcare, LLC dba Idylwood Care Center for the purpose of providing community mental health services for adults who have mental illness pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code for the rates set forth in Exhibit B, with a maximum compensation amount not to exceed $600,000, effective 7/1/25 and shall terminate 6/30/28 *(Subject to receipt of required insurance documentation)*

Enactment No: MISC. AGR 2025-151

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/10/2025.

Attest: **June 12, 2025**

Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HELIOS HEALTHCARE, LLC. dba IDYLWOOD CARE CENTER

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Helios Healthcare, LLC dba. Idylwood Care Center ("Contractor") for the purpose of providing community mental health services to certain residents 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 provide community mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California legislature. These services shall be provided at Contractor's facilities according to the Assessment and Treatment Planning as described in Exhibit "C" attached hereto and made a part of this agreement.

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

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

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement.

County and Contractor acknowledge that the basic rates recited in Exhibit B may be subject to adjustments based upon Short-Doyle Maximum Reimbursement rates set by the California Department of Mental Health for such Medi-Cal services. County agrees to pay the adjusted rate for each unit of service provided, no sooner than 30 days after notification to County by Contractor of such adjustment as published by the California Department of Mental Health. The compensation payable under this agreement shall not exceed $200,000 during any fiscal year, further defined as July 1, 2025, through June 30, 2026, through July 1, 2026, through June 30, 2027, and July 1, 2027, through June 30, 2028. The maximum compensation shall not exceed $600,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

For Medi-Cal Clients, Board and care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

For Medi-Cal clients, health care services, including medical ancillary services, such as laboratory, X-ray, or other medical services performed on-site or off-site, and other physical health services, 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 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

Contractor shall use its best efforts to submit all claims for reimbursement under the Agreement within thirty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by the County unless Contractor provides a valid reason for delayed submission. Any "obligation incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after one year following the ending date of the Agreement will be disallowed under audit by the County.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

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

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses

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

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set

forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the

purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

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

17. AUTHORITY

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

18. NOTICES

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Helios Healthcare, LLC dba. Idylwood Care Center Attention: Executive Director of Contracts

520 Capitol Mall, Suite 800
Sacramento, CA 95814
(916)764-5310 elena.mashkevich@cbhi.net

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

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

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

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

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

28. 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)."

29. 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.

30. 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.

31. 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.

32. 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.

33. DOCUMENTS AND RECORDS

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

34. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Services Information (CSI) System as prescribed by the State Department of Health Care Services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual 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.

35. 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 in accordance with the Department of Mental Health rules and regulations based on the Short/Doyle Community Mental Health Services Act of 1967, as amended.

36. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

37. MONITORING

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

38. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of the

Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, of which the Contractor has knowledge the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

39. UNUSUAL OCCURRENCES

Occurrences such as epidemic outbreaks, poisonings, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or fax to the local health officer, the State Department of Health Services, and the Tehama County Health Services Agency's Mental Health Director, or in the Director's absence, Tehama County Health Services Agency's Executive Director. An incident report shall be retained on file by the facility for one year. The facility shall furnish such other pertinent information related to such occurrences as the local health officer or the State Department of Health Services may require. Every fire or explosion which occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall (Title 22, Section 72541).

40. CIVIL RIGHTS ACT OF 1964.

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other nonmerit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under this program or activity, subject an individual to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in

determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, Contractor may deny services owing to the availability of beds or to other standard admission procedures and requirements of Contractor. Additionally, the nature of services that Contractor provides may vary based on the treatment requirements of each individual patient.

41. LICENSING OR ACCREDITATION

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

42. COMPLIANCE AND PROGRAM INTEGRITY

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

43. 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.

44. EXHIBITS

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

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

COUNTY OF TEHAMA

Date: 5-15-25

Jayme S. Bottke, Executive Director

HELIOS HEALTHCARE, LLC dba IDYLWOOD CARE CENTER

Date: 5/14/2025

Elena Mashkevich, Executive Director ofContracts

Contractor Number

Vendor Number

Budget Account Number

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

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

For any claims related to this project and where County is an additional insured, 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

HELIOS HEALTHCARE, LLC		***7/1/2025***
SNF	***Room and Board/Per Diem ****	***County Supplemental Rate***
Idylwood Care Center	Medi-Cal Published Rate	$144.00
Idylwood SNF - 2733	(For Indigent/Medi-Cal Ineligible)	$170.00
NPI - 1770501744		$197.00
		Negotiated
1:1 Supervision Rate		$32.00 per hour
Private Room		Medi-Cal Published Rate

* The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

End of Exhibit B

Exhibit C

ASSESSMENT AND TREATMENT PLANNING

1. Initial Screening and Referral:
   Assessment is initiated with a pre-screening assessment completed by the admission coordinator. Information regarding the resident's present functioning, recent diagnosis, recent medication, past history, medical problems, behavioral problem and recent history that substantiates the referral for SNF is examined and discussed by the physician, Program Director, Director of Nursing Services and the Administrator prior to admission.

2. Psychosocial Assessment:
   Psychosocial information is requested from the referring agency. In addition, the Program Director or Social Services Worker documents psychosocial information as presented by the resident during orientation. The information obtained by the assessment is placed in the chart no later than seven (7) days after admission.

   The Program Director or the Social Services Worker interview residents on an ongoing basis.

3. Medical and Psychiatric/Psychological Assessment:
   A complete medical and physical examination is completed five (5) days prior to admission by the referring agency or within 72 hours of admission.

   The facility psychiatrist is promptly notified of each resident admitted to the facility. The psychiatrist interviews the resident and completes a psychiatric evaluation within 7 days of admission.

4. Nursing Assessment:
   A nursing care plan assessment shall be initiated upon admission and will be completed within seven (7) days and approved by the physician. Plans are reassessed as needed and every ninety (90) days.

5. Recreation Assessment:
   The Activity Director or Designee interviews and evaluates the resident by the seventh (7) day of admission. Information regarding recreational interests is obtained and documented. In addition, a recreational plan will be written and approved by the physician. Recreation plans are reassessed as needed and every ninety (90) days.

6. Dietary Assessment:
   An initial assessment within seven (7) days shall be written by the Registered Dietician. All diet monitors shall be reviewed on a monthly basis by the Registered Dietician and the Director of Nursing or Designee. In additional a quarterly written nutritional assessment shall be written.

Each resident will have an individualized treatment plan established in the first week of residence and evaluated continuously for appropriateness thereafter. The treatment plan is tailored to meet the specific and varied needs of each resident toward achieving optimal potential. The following identified needs are generally representative of, but are not limited to, problems most encountered by our resident population.

A. Self-help skills

1. Increase orientation to time, place, and person.
2. Develop short- and long-range plans.
3. Increase independence with personal hygiene.
4. Improve self-image.
5. Improve physical fitness and body awareness.
6. Increase independence in maintenance of personal living space.
7. Develop awareness and use of community resources.
8. Develop money management skills.
9. Improvement in the ability to deal with daily routine and leisure time.

B. Behavioral Intervention

1. Increase motivation for acceptable behavior.
2. Improve control of impulses.
3. Improve management of anxiety.
4. Develop problem-solving skills.
5. Improve socialization skills.

C. Interpersonal Relationships

1. Develop self-expression.
2. Develop social and communication skills, verbally and through body language.
3. Improve self-confidence in interpersonal relationships.
4. Increase exposure to new life opportunities.

D. Pre-Vocational Planning

1. Develop and improve homemaking skills.
2. Improve work skills.

E. Pre-Release Planning

1. Increase independent living skills.
2. Establish and maintain community support systems.
3. Demonstrate success with short and long-term goal planning.

End of Exhibit C

Exhibit D

PRIOR AUTHORIZATION AND AUDIT PROVISIONS

Prior Authorization:

A. Form

County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear patient identification, admission date, County approval of the admission, Contractor commitment to provide care in accordance with the terms of this Agreement, and County commitment to reimburse Contractor for care as set for in this Exhibit.

B. Process

County shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization on the basis of verbal authorization from the County contract liaison by mutual consent of the County and Contractor provided County supplies a completed form within thirty (30) days from the date of admission.

C. Audit Provisions

(1). Scope

County may audit Contractor billing for, and provision of, services under this Agreement at any time with fourteen (14) day advance written notice. County audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the Contractor were actually provided to County patients as prescribed in the Basic Services Statement included in Exhibit B. Contractor shall provide County with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Agreement. Contractor and County shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

(2). Findings

Where problems are identified in the course of an audit which resulted in a significant overpayment to the Contractor, County must conduct an exit conference with the Contractor at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

(3). Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in (4) below. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated timeframe, County may offset future bills for services under this Agreement.

(4). Appeals

Contractor has the right to appeal audit findings and related County actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by County. County shall schedule a formal hearing for Contractor appeals within thirty (30) days of receipt of a written request. County shall issue a final report on appeal findings within thirty (30) days of the formal hearing. Contractor shall also have the right to judicial review of County actions related to audits conducted under this Agreement. In the case of such an appeal, contractor repayment shall be due within thirty (30) days after the appeal process is final.

End of Exhibit D

Exhibit E

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 E

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Helios Healthcare, LLC dba Idylwood Care Center

Contract Description: For the purpose of providing community mental health services

APPROVED AS TO FORM:



Date: 05/07/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0610 **Agenda Date:** 4/28/2026 **Agenda #:** 8.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT- Request approval and authorization for the Executive Director to sign Amendment No. 1 to the Misc. Agreement 2025-150 with Crestwood Behavioral Health, Inc. for the purpose of providing community mental health services to certain residents of Tehama County, thereby amending the Agreement to replace Exhibit B to reflect the facility's updated rates for fiscal year 26/27, with the maximum compensation not to exceed $3,600,000, effective 7/1/25 and shall terminate 6/30/28

Financial Impact:
Budget Unit is 40131 for Mental Health. Costs of services will be paid for with Mental Health realignment funds and/or Mental Health Services Act dollars allocated for medically necessary services. This does not impact the General Fund.

Background Information:
On 6/10/25, the Board of Supervisors approved the renewed Agreement with Crestwood Behavioral Health, Inc. for the purpose of providing community mental health services. Amendment No.1 is to update Exhibit B to include the rates for Fiscal Year 26/27. There is no change to the term or compensation amount. Placement is difficult for clients who need long-term residential mental health services. The approval of this Amendment will allow for the continued use of appropriate level facilities by Tehama County Mental Health clients. There continues to be a need for multiple long-term clients to be placed in Crestwood Behavioral Health facilities.

If this Amendment is not approved, clients who could be served at these facilities 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 further distances and cause a disruption and delays for much needed services.

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CRESTWOOD BEHAVIORAL HEALTH, INC.

This Amendment #1 to Agreement #2025-150, dated May 15, 2025, by and between the County of Tehama, through its Health Services Agency (County) and Crestwood Behavioral Health, Inc. (Contractor) for the provision of providing community mental health services to certain residents of Tehama County, shall be amended as follows:

Exhibit B shall be replaced in its entirety to include the updated rates for Fiscal Year 2026/2027.

It is mutually agreed that all other terms and conditions of Agreement #2025-150 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: 4-15-26

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 04/03/2026

CRESTWOOD BEHAVIORAL HEALTH, INC.

Elena Mashkevich, Executive Director of Contracts

T28934
Vendor Number

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

Exhibit B - Rates

Fiscal Year 7/1/25 - 6/30/26

SNF, SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$367.00** (Indigent/Medi-Cal Ineligible)	$63.00 $81.00 $146.00
Private Room 1:1 supervision (per hour)		$367.00 $32.00
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $119.00 $172.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$173.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers	***Room and Service/Per Diem****	
Crestwood Center	Level 1	$436.00
Sacramento MHRC - 1106	Level 2	$396.00
NPI - 1356411656	Level 3	$359.00
Crestwood Behavioral Health Ctr	Level 1	$475.00
San Jose MHRC - 1107	Level 2	$381.00
NPI - 1376623256	Level 3	$371.00
Crestwood Behavioral Health Ctr	Level 1	$378.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$782.00
Bakersfield MHRC - 1115	Level 1	$438.00
NPI - 1275610800	Level 2	$397.00
	Level 3	$359.00
Crestwood C.E.N.T.E.R.	Level 1	$427.00
Angwin MHRC - 1116	Level 2	$341.00
NPI - 1316024953	Level 3	$288.00
Kingsburg Healing Center	Level 1	$548.00
Kingsburg MHRC - 1140	Level 2	$485.00
NPI – 1073989661	Level 3	$412.00
Crestwood Recovery and Rehab	Level 1	$440.00
Vallejo MHRC - 1141	Level 2	$374.00
NPI - 1508935834	Level 3	$330.00
Crestwood San Diego	Level 1	$544.00
San Diego MHRC - 1154	Level 2	$466.00
NPI - 1295146934	Level 3	$389.00
Crestwood Chula Vista	Level 1	$544.00
Chula Vista MHRC - 1164	Level 2	$466.00
NPI - 1023495181	Level 3	$389.00
San Francisco Healing Center	Level 1	$574.00
San Francisco MHRC - 1166		

NPI - 1447758024

Fallbrook Healing Center	Level 1	$545.00
Fallbrook Healing - 1167	Level 2	$468.00
NPI - 1639738297	Level 3	$389.00
Champion Healing Center	Level 1	$597.00
Lompoc Healing Center - 1170	Level 2	$505.00
NPI - 1487282273	Level 3	$419.00

*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc.
Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 9.
Additional Services:

- The Private Room is billable at the facility's lowest Level Rate
- 1:1 supervision (per hour) is billable at $32.00
- Bedhold Rate is billable at client's Level Rate at the time of a bedhold

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem* for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,235.00	$1,285.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,097.00	$1,147.00
Crestwood Psychiatric Health Facility Solano PHF - 1159 NPI - 1780009142	$1,156.00	$1,206.00
Crestwood Psychiatric Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	$1,041.00	$1,091.00
Crestwood Psychiatric Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,153.00	$1,203.00

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc.
Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	$248.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$189.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	$258.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$193.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$193.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	$246.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	$247.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$193.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity programs, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Exhibit B - Rates

Fiscal Year 7/1/2026 – 6/30/2027

SNF/STP, IMD	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$404.00** (Indigent/Medi-Cal Ineligible)	$69.00 $89.00 $150.00
Additional SNF/STP, IMD Services and Rates:		
Private Room Conversion		$404.00
1:1 supervision (per hour)		$33.00

SNF, SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$76.00 $111.00 $149.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$76.00 $111.00 $149.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$76.00 $123.00 $177.00 Negotiated
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$179.00 Negotiated
Additional SNF, SNF/STP Services and Rates:		
Private Room Conversion		Facility Medi-Cal Published Rate
1:1 supervision (per hour)		$33.00

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers	***Room and Service/Per Diem****	
Crestwood Center Sacramento MHRC - 1106 NPI - 1356411656	Level 1 Level 2 Level 3	$449.00 $408.00 $370.00
Crestwood Behavioral Health Ctr San Jose MHRC - 1107 NPI - 1376623256	Level 1 Level 2 Level 3	$489.00 $392.00 $382.00
Crestwood Behavioral Health Ctr Eureka MHRC - 1110 NPI - 1124046008	Level 1	$397.00
Crestwood Behavioral Health Ctr Bakersfield MHRC - 1115 NPI - 1275610800	Level (1:1) Level 1 Level 2 Level 3	$782.00 $453.00 $411.00 $372.00
Crestwood C.E.N.T.E.R. Angwin MHRC - 1116 NPI - 1316024953	Level 1 Level 2 Level 3	$444.00 $355.00 $317.00
Kingsburg Healing Center Kingsburg MHRC - 1140 NPI – 1073989661	Level 1 Level 2 Level 3	$559.00 $495.00 $420.00
Crestwood Recovery and Rehab Vallejo MHRC - 1141 NPI - 1508935834	Level 1 Level 2 Level 3	$453.00 $385.00 $340.00
Crestwood San Diego San Diego MHRC - 1154 NPI - 1295146934	Level 1 Level 2 Level 3	$560.00 $479.00 $400.00
Crestwood Chula Vista Chula Vista MHRC - 1164 NPI - 1023495181	Level 1 Level 2 Level 3	$532.00 $461.89 $380.44
San Francisco Healing Center San Francisco MHRC - 1166	Level 1	$585.00

NPI - 1447758024

Fallbrook Healing Center	Level 1	$561.00
Fallbrook Healing - 1167	Level 2	$482.00
NPI - 1639738297	Level 3	$401.00
Champion Healing Center	Level 1	$599.00
Lompoc Healing Center - 1170	Level 2	$513.00
NPI - 1487282273	Level 3	$425.00

Additional MHRC Services and Rates:

Private Room Conversion	Facility lowest Level Rate
1:1 supervision (per hour)	$33.00
Bedhold Rate	Client's Level Rate at time of bedhold

*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem* for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$1,122.00	$1,172.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$1,122.00	$1,172.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,266.00	$1,316.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,130.00	$1,180.00
Crestwood Psychiatric Health Facility Solano PHF - 1159 NPI - 1780009142	$1,185.00	$1,235.00
Crestwood Psychiatric Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	$1,083.00	$1,133.00
Crestwood Psychiatric Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,187.45	$1,306.07

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	$262.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$197.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	$267.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$212.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$194.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	$256.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	$256.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$205.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

End of Exhibit B

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Crestwood Behavioral Health

Contract Description: For the purpose of community mental health services

APPROVED AS TO FORM:



Date: 03/26/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-0864 **Enactment Number: MISC. AGR 2025-150**

6. HEALTH SERVICES AGENCY / MENTAL HEALTH 25-0864

a) AGREEMENT- Request approval and authorization for the Executive Director to sign the agreement with Crestwood Behavioral Health, Inc. for the purpose of providing community mental health services to certain residents of Tehama County, for the rates set forth in Exhibit B, with the maximum compensation not to exceed $3,600,000, effective 7/1/25 and shall terminate 6/30/28 *(Subject to receipt of required insurance documentation)*

Enactment No: MISC. AGR 2025-150

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/10/2025.

Attest: **June 12, 2025**

Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CRESTWOOD BEHAVIORAL HEALTH, INC.

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and Crestwood Behavioral Health, Inc., ("Contractor") for the purpose of providing community mental health services to certain residents 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:

Provide community mental health services for the mentally disordered pursuant to the provisions of the Bronzan-McCorquodale Act contained in the California Welfare and Institutions Code as it may be amended from time to time by the California legislature. These services shall be provided at Contractor's facilities according to the Assessment and Treatment Planning as described in Exhibit "C" attached hereto and made a part of this agreement.

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

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

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. County and Contractor acknowledge that the basic rates recited in Exhibit B may be subject to adjustments based upon Short-Doyle Maximum Reimbursement rates set by the California Department of Mental Health for such Medi-Cal services. County agrees to pay the adjusted rate for each unit of service provided, no sooner than 30 days after notification to County by Contractor of such adjustment as published by the California Department of Mental Health. The compensation payable under this agreement shall not exceed $1,200,000.00 during any fiscal year, further defined as July 1, 2025, through June 30, 2026; July 1, 2026, through June 30, 2027; and July 1, 2027, through June 30, 2028. The maximum compensation shall not exceed $3,600,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set fo1th above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

For Medi-Cal clients, Board and Care shall not be the responsibility of Tehama County under this agreement and shall not be billed under this agreement.

For Medi-Cal clients, Health Care services, including medical ancillary services, such as laboratory, X-ray, or other medical services performed on-site or off-site, and other physical health services, 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 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all

undisputed amounts within 45 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

Contractor shall use its best efforts to submit all claims for reimbursement under the Agreement within thi1ty (30) days after the ending date of the Agreement. All claims submitted after thirty (30) days following the ending date of the Agreement will not be subject to reimbursement by the County unless Contractor provides a valid reason for delayed submission. Any "obligation incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after one year following the ending date of the Agreement will be disallowed under audit by the County.

When, on the basis of retrospective review, it has been determined that Contractor has failed to meet service standards or documentation standards established by the MHP and Title 9, California Code of Regulations, payment will be denied on the basis of audit exception. Payment will not be made on the basis of added, amended, or altered records presented after the date of the retrospective review.

Whenever there is audit exception against the County resulting from a claim for funding for an expenditure by the Contractor that is not allowable, the County may offset reimbursement to the Contractor for the exception.

5. TERM OF AGREEMENT

This agreement shall commence on July 1, 2025, and shall terminate June 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

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

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10. INDEMNIFICATION

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

Contractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Contractor's negligent acts, willful acts, or errors or omissions or such acts of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor. Should County become subject to such recoupment Contractor shall reimburse County for recouped funds in proportion to Contractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

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

12. PREVAILING WAGE

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

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

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

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

17. AUTHORITY

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

18. NOTICES

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	Crestwood Behavioral Health, Inc. Attention: Executive Director ofContracts 520 Capitol Mall, Suite 800 Sacramento, CA 95814 (916)764-5310 elena.mashkevich@cbhi.net

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

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

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

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

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

27. 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.

28. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

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

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

29. 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.

30. DOCUMENTS AND RECORDS

A. Upon written request, Contractor agrees to permit County, State, and/or Federal agencies authorized by the Director, to inspect, review, and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours.

B. If the California Department of Health Care Services, Center for Medicare and Medicaid Services (CMS), or Office of the Inspector General of the US Department of Health and Human Services determines there is a reasonable possibility of fraud or similar risk, the

State, SMC or HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time.

C. Contractor shall preserve all records relating to the services provided pursuant to this agreement until at least ten years from the final date of the contract period or ten years from the date of completion of any audit, whichever is later.

D. At the end of the period required for record retention, Contractor shall destroy all records made pursuant to this agreement in accordance with the California Code of Regulations, the California Welfare and Institutions Code, and Contractor's State licensing requirements.

E. Contractor shall document compliance with all contractual requirements. Such documentation shall be provided to County upon request.

31. CLINICAL RECORDS

Contractor shall maintain adequate records. Patient records must comply with all appropriate State and Federal requirements. Individual records shall contain intake information, interviews, and progress notes. Program records shall contain detail adequate for the evaluation of the service. Contractor agrees that its inability to produce records adequate for evaluation of the service shall constitute ground for audit exception and denial of Contractor's claim for payment for those services. Contractor shall provide monthly reports to the Director in conformance with the Client and Services Information (CSI) System as prescribed by the State Department of Health Care Services.

If Contractor maintains an Electronic Health Record (EHR) with Protected Health Information (PHI), and an individual 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.

32. 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 in

accordance with the Department of Mental Health rules and regulations based on the Short/Doyle Community Mental Health Services Act of 1967, as amended.

33. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

34. 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.

35. DRUG-FREE WORKPLACE

Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither the Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances as defined in 21 USCA 812, including but not limited to marijuana, heroin, cocaine, and amphetamines at any of the Contractor's facilities or County's facilities or worksites. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or worksite, of which the Contractor has knowledge the Contractor, within five (5) days thereafter, shall notify the supervising department or the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

36. UNUSUAL OCCURRENCES

Occurrences such as epidemic outbreaks, poisonings, fires, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety, or health of patients, personnel, or visitors shall be reported by the facility within twenty-four (24) hours either by telephone (and confirmed in writing) or by telegraph or fax to the local

health officer, the State Department of Health Services, and the Tehama County Health Services Agency's Mental Health Director, or in the Director's absence, Tehama County Health Services Agency's Executive Director. An incident report shall be retained on file by the facility for one year. The facility shall furnish such other pertinent information related to such occurrences as the local health officer or the State Department of Health Services may require. Every fire or explosion which occurs in or on the premises shall be reported within twenty-four (24) hours to the local fire authority or in areas not having an organized fire service, to the State Fire Marshall (Title 22, Section 72541).

37. CIVIL RIGHTS ACT OF 1964

Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam Era veteran status, political affiliation or any other nonmerit factors exclude an individual from any service or other benefit provided under the program or activity set forth in this Agreement, or provide an individual any service or other benefit which is different or provided in a different form from that provided to others under this program or activity, subject an individual to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity; restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; treat an individual differently from others in determining whether that individual satisfies any admission, enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or activity; or deny any opportunity to participate in a program or activity as an employee. Notwithstanding the foregoing, Contractor may deny services owing to the availability of beds or to other standard admission procedures and requirements of Contractor. Additionally, the nature of services that Contractor provides may vary based on the treatment requirements of each individual patient.

38. COMPLIANCE AND PROGRAM INTEGRITY

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

39. 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.

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.

43. EXHIBITS

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

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

Date: 5-15-25

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

CRESTWOOD BEHAVIORAL HEALTH INC., a Delaware corporation

Date: 5/14/2025

Elena Mashkevich, Director of Contracts

T28934
Vendor Number

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

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B – Rates

Fiscal Year 2025/2026

SNF, SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$367.00** (Indigent/Medi-Cal Ineligible)	$63.00 $81.00 $146.00
Private Room 1:1 supervision (per hour)		$367.00 $32.00
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $108.00 $145.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$74.00 $119.00 $172.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate (Indigent/Medi-Cal Ineligible)	$173.00 Negotiated
Private Room 1:1 supervision (per hour)		Medi-Cal Published Rate $32.00

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers	***Room and Service/Per Diem****	
Crestwood Center	Level 1	$436.00
Sacramento MHRC - 1106	Level 2	$396.00
NPI - 1356411656	Level 3	$359.00
Crestwood Behavioral Health Ctr	Level 1	$475.00
San Jose MHRC - 1107	Level 2	$381.00
NPI - 1376623256	Level 3	$371.00
Crestwood Behavioral Health Ctr	Level 1	$378.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$782.00
Bakersfield MHRC - 1115	Level 1	$438.00
NPI - 1275610800	Level 2	$397.00
	Level 3	$359.00
Crestwood C.E.N.T.E.R.	Level 1	$427.00
Angwin MHRC - 1116	Level 2	$341.00
NPI - 1316024953	Level 3	$288.00
Kingsburg Healing Center	Level 1	$548.00
Kingsburg MHRC - 1140	Level 2	$485.00
NPI – 1073989661	Level 3	$412.00
Crestwood Recovery and Rehab	Level 1	$440.00
Vallejo MHRC - 1141	Level 2	$374.00
NPI - 1508935834	Level 3	$330.00
Crestwood San Diego	Level 1	$544.00
San Diego MHRC - 1154	Level 2	$466.00
NPI - 1295146934	Level 3	$389.00
Crestwood Chula Vista	Level 1	$544.00
Chula Vista MHRC - 1164	Level 2	$466.00
NPI - 1023495181	Level 3	$389.00
San Francisco Healing Center	Level 1	$574.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	$545.00
Fallbrook Healing - 1167	Level 2	$468.00
NPI - 1639738297	Level 3	$389.00

Champion Healing Center	Level 1	$597.00
Lompoc Healing Center - 1170	Level 2	$505.00
NPI - 1487282273	Level 3	$419.00

*****The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc.
Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 9.
Additional Services:

- The Private Room is billable at the facility's lowest Level Rate
- 1:1 supervision (per hour) is billable at $32.00
- Bedhold Rate is billable at client's Level Rate at the time of a bedhold

Psychiatric Health Facilities	***Room and Board/Per Diem****	***Room and Board/Per Diem* for indigent client***
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$1,084.00	$1,134.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,235.00	$1,285.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,097.00	$1,147.00
Crestwood Psychiatric Health Facility Solano PHF - 1159 NPI - 1780009142	$1,156.00	$1,206.00
Crestwood Psychiatric Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	$1,041.00	$1,091.00
Crestwood Psychiatric Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,153.00	$1,203.00

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services **are not included** in the per diem rate and are separately billable in accordance with Title 22.

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	$248.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$189.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	$258.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$193.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$193.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	$246.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	$247.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$193.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity programs, OTC medications, dietary, etc.

Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

End of Exhibit B

Exhibit C

ASSESSMENT AND TREATMENT PLANNING

1. Initial Screening and Referral:
   Assessment is initiated with a pre-screening assessment completed by the admission coordinator. Information regarding the resident's present functioning, recent diagnosis, recent medication, past history, medical problems, behavioral problem and recent history that substantiates the referral for SNF is examined and discussed by the physician, Program Director, Director of Nursing Services and the Administrator prior to admission.

2. Psychosocial Assessment:
   Psychosocial information is requested from the referring agency. In addition, the Program Director or Social Services Worker documents psychosocial information as presented by the resident during orientation. The information obtained by the assessment is placed in the chart no later than seven (7) days after admission.

   The Program Director the Social Services Worker interview residents on an ongoing basis.

3. Medical and Psychiatric/Psychological Assessment:
   A complete medical and physical examination is completed five (5) days prior to admission by the referring agency or within 72 hours of admission.

   The facility psychiatrist is promptly notified of each resident admitted to the facility. The psychiatrist interviews the resident and completes a psychiatric evaluation within 7 days of admission.

4. Nursing Assessment:
   A nursing care plan assessment shall be initiated upon admission and will be completed within seven (7) days and approved by the physician. Plans are reassessed as needed and every ninety (90) days.

5. Recreation Assessment:
   The Activity Director or Designee interviews and evaluates the resident by the seventh (7) day of admission. Information regarding recreational interests is obtained and documented. In addition, a recreational plan will be written and approved by the physician. Recreation plans are reassessed as needed and every ninety (90) days.

6. Dietary Assessment:
   An initial assessment within seven (7) days shall be written by the Registered Dietician. All diet monitors shall be reviewed on a monthly basis by the Registered Dietician and the Director of Nursing or Designee. In additional a quarterly written nutritional assessment shall be written.

Additional Special Treatment Program Assessments:

A. The facility provides an initial individual assessment of the resident and identifies the current level of functioning and program needs of the resident. At least every three months, the facility, in conjunction with the local Mental Health Director or designee, shall reassess each patient to determine the need for continued certification of the patient in the SNF.

B. An initial Plan of care will be initiated upon admission and completed within seven (7) days. A comprehensive assessment and treatment plans shall be completed within twenty-one (21) days and reviewed and reassessed every ninety (90) days and the plans are reviewed and signed by the physician. A MDS assessment will be completed by seven (7) days.

C. – N/A

D. Social Services notes will be written within seven (7) days of admission, quarterly, upon discharge and whenever appropriate.

E. Residents have an opportunity to participate in planning of treatment by:

1. Ongoing consultation with psychiatrist.
2. Discussion with Group Counselor during initiation and evaluation of treatment plans.
3. At Team Conference through representation by Group Counselor, Conservator, family members, etc., and attendance, when appropriate.

F. In addition, residents are encouraged to fill out a Life History questionnaire in order to assess their perceptions of events leading to hospitalization, orientation and basic information regarding the patient perception of her or himself.

G. A Family History questionnaire is sent to family members in order to provide the program with additional information and to invite them to attend Patient Oriented Council meetings.

H. Discharge planning: Prior to admission, discharge planning is discussed in conjunction with the facility and referring agency. Discharge plans are also discussed at Team Conference monthly for the first three (3) months Initial Care Conference and a minimum of quarterly thereafter.

Each resident will have an individualized treatment plan established in the first week of residence and evaluated continuously for appropriateness thereafter. The treatment plan is tailored to meet the specific and varied needs of each resident toward achieving optimal potential. The following identified needs are generally representative of, but are not limited to, problems most encountered by our resident population.

A. Self-help skills

1. Increase orientation to time, place, and person.
2. Develop short- and long-range plans.
3. Increase independence with personal hygiene.
4. Improve self-image.
5. Improve physical fitness and body awareness.
6. Increase independence in maintenance of personal living space.
7. Develop awareness and use of community resources.
8. Develop money management skills.
9. Improvement in the ability to deal with daily routine and leisure time.

B. Behavioral Intervention

1. Increase motivation for acceptable behavior.
2. Improve control of impulses.
3. Improve management of anxiety.
4. Develop problem-solving skills.
5. Improve socialization skills.

C. Interpersonal Relationships

1. Develop self-expression.
2. Develop social and communication skills, verbally and through body language.
3. Improve self-confidence in interpersonal relationships.
4. Increase exposure to new life opportunities.

D. Pre-Vocational Planning

1. Develop and improve homemaking skills.
2. Improve work skills.

E. Pre-Release Planning

1. Increase independent living skills.
2. Establish and maintain community support systems.
3. Demonstrate success with short and long-term goal planning.

End of Exhibit C

Exhibit D

PRIOR AUTHORIZATION AND AUDIT PROVISIONS

Prior Authorization:

A. Form

County shall develop a prior authorization form which must be completed for each patient admitted by Contractor under this Agreement. At a minimum, this form shall contain a clear patient identification, admission date, County approval of the admission, Contractor commitment to provide care in accordance with the terms of this Agreement, and County commitment to reimburse Contractor for care as set for in this Exhibit.

B. Process

County shall provide Contractor with a completed authorization form prior to each patient admission. A patient may be admitted without a completed authorization on the basis of verbal authorization from the County contract liaison by mutual consent of the County and Contractor provided County supplies a completed form within thirty (30) days from the date of admission.

C. Audit Provisions

(1). Scope

County may audit Contractor billing for, and provision of, services under this Agreement at any time with fourteen (14) day advance written notice. County audits shall be conducted in accordance with generally accepted audit standards and limited to a verification that services billed by the Contractor were actually provided to County patients as prescribed in the Basic Services Statement included in Exhibit B. Contractor shall provide County with on-site access to all reasonable documents, records, and other supporting information for billing and services under this Agreement. Contractor and County shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

(2). Findings

Where problems are identified in the course of an audit which resulted in a significant overpayment to the Contractor, County must conduct an exit conference with the Contractor at the close of the audit and provide a written report and demand letter within thirty (30) days of audit completion.

(3). Repayment

Contractor must repay County for any overpayments identified in the course of an audit within thirty (30) days of audit completion unless the audit findings are appealed as set forth in (4) below. At the Contractor's discretion, repayment may be scheduled for direct submission to the County or an offset of a future bill for services under this Agreement. If Contractor fails to submit appropriate repayment within designated timeframe, County may offset future bills for services under this Agreement.

(4). Appeals

Contractor has the right to appeal audit findings and related County actions in writing to the County Board of Supervisors or through any other administrative conflict resolution mechanism identified by County. County shall schedule a formal hearing for Contractor appeals within thirty (30) days of receipt of a written request. County shall issue a final report on appeal findings within thirty (30) days of the formal hearing. Contractor shall also have the right to judicial review of County actions related to audits conducted under this Agreement. In the case of such an appeal, contractor repayment shall be due within thirty (30) days after the appeal process is final.

End of Exhibit D

Exhibit E

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 E

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Crestwood Behavioral Health

Contract Description: For the purpose of providing mental health services

APPROVED AS TO FORM:



Date: 05/07/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0612 **Agenda Date:** 4/28/2026 **Agenda #:** 9.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Approval and authorization for the Executive Director to sign the Agreement with Shasta-Tehama-Trinity Joint Community College District for placement of student interns for required clinical and/or observation experience in the Addiction Studies Program, effective 1/31/26 and shall terminate 12/31/28

Financial Impact:
There are no direct costs associated with the request.

Background Information:
This is an additional agreement between Tehama County Health Services Agency (TCHSA) and Shasta-Tehama-Trinity Joint Community College District for student placements in TCHSA's Substance Use Recovery and Behavioral Health centers for internship experience as required by their Addiction Studies Program. If this Agreement is not approved, TCHSA will be unable to provide education to Shasta-Tehama-Trinity Joint Community College District students. This is an opportunity for the Agency to participate in the education of those who plan a career in health services and gives the Department an opportunity to recruit these candidates after they graduate from the program.

AGREEMENT
THE COUNTY OF TEHAMA
AND
SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is made and entered into this January 31, 2026, by and between, **Shasta-Tehama-Trinity Joint Community College District**, herein after referred to as "COLLEGE" and the **County of Tehama through its Health Services Agency**, hereinafter referred to as "COUNTY".

WITNESSETH:

Whereas, the COLLEGE is an educational institution, which provides and conducts an approved Addiction Studies Program, "PROGRAM," which requires actual client experience in providing counseling services by Students in the PROGRAM; and

Whereas, COUNTY is the operator of an outpatient treatment facility, certified in the State of California, located in Red Bluff, CA, through which counseling services are provided to clients; and

Whereas, it is to the mutual benefit of the parties hereto that students of the PROGRAM receive the practicum experience required by the PROGRAM in providing counseling services;

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

I. COUNTY SHALL:

A. Permit each student who is designated by the COLLEGE pursuant to Paragraph II. A. below to receive counseling and/or observation experience at COUNTY and shall furnish and permit such students free access to appropriate counseling and/or observation experience in COUNTY subject to approval by the Behavioral Health Director or designee.

B. Provide appropriate group and individual counseling support for the practicum aspects of the PROGRAM conducted under this Agreement.

C. Provide adequate counseling staff in number and quality to ensure safe and continuous counseling services to the clients. County will not decrease client staffing while Students are in the facility for practicum hours.

D. Provide opportunities to the Students of the District to enable them to acquire practicum experience in all types of counseling services in relation to the PROGRAM'S written objectives (12 Core Functions), but only to

the extent that the existing facilities and varying client census of the County permit.

E. Provide facility orientation, including policies and procedures, to Students and faculty before the start of the practicum experience.

F. Furnish appropriate schedules, in such a manner that there will be no conflict in the use thereof between the COLLEGE'S students and students from other educational institutions, if any.

G. Offer programs that will at all times meet the requirements of applicable professional governing boards.

H. Assure that staff is adequate in number and quality to provide appropriate health care to individuals.

I. Provide COLLEGE instructors taking part in the PROGRAM access to the following agency/agencies jointly agreed upon:

TEHAMA COUNTY HEALTH SERVICES AGENCY (TCHSA)

F. Not compensate any student receiving counseling and/or observation experience pursuant to this Agreement nor shall such students be considered employees of COUNTY.

G. Make available at no cost to itself, emergency care/first aid for students in the case of injury on days students are receiving training at COUNTY; all financial liability shall be assumed by the student.

H. At the discretion of TCHSA'S Executive Director, permit appropriate members of the attending staff of COUNTY to participate in the instructional phase of the counseling and/or observation experience as mutually deemed appropriate by the COLLEGE instructors and COUNTY, at no cost to COUNTY or staff.

I. At the discretion of TCHSA'S Executive Director, permit appropriate personnel to attend meetings mutually deemed appropriate by the COLLEGE and COUNTY to coordinate the PROGRAM provided for under this Agreement.

J. Notify the COLLEGE, in advance, of any change in the designated representatives of COUNTY.

K. Have the right, after consultation with the COLLEGE, to refuse to continue any COLLEGE student who, in COUNTY'S sole judgment, is not participating satisfactorily in said PROGRAM, or to reject any student. Students and/or COLLEGE personnel shall promptly and without protest

leave an area whenever they are requested to do so by an authorized COUNTY representative.

L. Provide for orientation of COUNTY staff and COLLEGE faculty in preparation for assigned counseling and/or experiences within COUNTY.

M. Maintain standards accepted by appropriate accrediting bodies.

N. Allow students to perform services for clients only when under the supervision and control of COUNTY. Students shall work, perform assignments, staff meetings and in-service educational programs at the discretion of their supervisors designated by COUNTY. Students are trainees, not employees and are not to replace COUNTY staff. As trainees, students are considered members of COUNTY'S "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R**.** § 160.103 and shall be subject to COUNTY'S policies and procedures respecting confidentiality of medical information. In order to ensure that students comply with such policies, COUNTY shall provide students with substantially the same training that it provides to regular employees.

O. Provide reasonably safe area for storage of personal belongings of students, although COUNTY does not assume responsibility for any personal belongings of students.

P. COUNTY shall timely notify COLLEGE when any COLLEGE employee or student has been involved in a reported incident and COLLEGE shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident. COLLEGE shall cooperate in any investigation of a potential liability-inducing incident.

II. COLLEGE SHALL:

A. Designate the students who are enrolled in the PROGRAM of COLLEGE to be assigned for counseling and/or observation experience at COUNTY, in such numbers as are mutually agreed to by both parties.

B. Establish a schedule for the counseling and/or observation experience in the types specified in Paragraph I. A. above; provided, however, that the specified areas to be utilized therefore shall be selected subsequently by mutual agreement between TCHSA'S Executive Director and COLLEGE'S duly authorized representative.

C. Supervise all instruction and clinical and/or observation experience given at COUNTY to the assigned students and provide the necessary instructors for the PROGRAM provided for under this Agreement.

D. Keep all attendance and academic records of students participating in said PROGRAM.

E. Provide the actual instruction and immediate supervision of Students by qualified faculty approved by the corresponding regulatory agency. (i.e., Associate Degree Addiction Studies and Certified Addiction Studies program instructors to be Accredited by CADTP, CCAPP, or CAADE) approved) at County during practicum training in accordance with the PROGRAM plan and regulatory agency requirements.

F. Consult with supervisors of Outpatient Treatment/Treatment Technicians at County periodically and as reasonably requested by County, to evaluate individual practicum 12 Core Functions and TAP 21 Competencies and professional conduct of the Students.

G. Assure that each Student assigned to the County, prior to any observation period or participation in any practicum experience, has completed 315 hours of education in substance use disorders and co-occurring disorders, and all prerequisites are registered with an accredited body. Documentation of such training will be provided to the County upon request.

H. Certify to COUNTY at the time each student first reports at COUNTY to participate in said PROGRAM that said student will comply with all health policies of the COLLEGE, including meeting standards for emotional and physical requirements, completion of immunizations, yearly tuberculosis testing and annual influenza vaccination.

I. Be responsible for COLLEGE instructor professional activities while at COUNTY.

J. Require every instructor and student to conform to all applicable COUNTY policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of COLLEGE and COUNTY.

K. Certify to COUNTY that all instructors functioning at COUNTY are current in licensure and faculty evaluation.

L. Require COLLEGE'S instructors to notify TCHSA'S Executive Director or designated representatives in advance of:

1. Written objectives for students' clinical experiences.
2. Student schedules.
3. Placement of students in community health assignments.
4. Changes in clinical assignments.

M. In consultation and coordination with TCHSA'S Executive Director or designated representatives, the COLLEGE'S instructor will plan for the clinical and/or observation experience to be provided to students under this Agreement.

N. In consultation and coordination with TCHSA'S Executive Director or designated representatives, arrange for periodic conferences between appropriate representatives of COLLEGE and COUNTY to evaluate the clinical and/or observation experience PROGRAM provided under this Agreement. COLLEGE and COUNTY agree there will be no exchange of individually identifiable health information during said conferences.

O. Provide and be responsible for the care and control of the COLLEGE'S education supplies, materials and equipment used for instruction during said PROGRAM.

P. Distribute to each student nurse a statement, which explains the hazards of drug abuse in the medical and health profession(s).

Q. Assure that each student assigned to COUNTY, prior to any observation period or participation in any clinical and/or observation experience, has received training in blood and body fluid universal precautions, consistent with the Center for Disease Control guidelines. Documentation of such training will be provided to COUNTY upon request.

R. Provide for orientation of students and faculty assigned to COUNTY.

S. Notify the students and supervising instructors that they are responsible for maintaining confidentiality of patient information. No students shall have access to or have the right to receive any medical record, except when necessary, in the regular course of the clinical and/or observation experience. The discussion, transmission or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the regular course of the PROGRAM is forbidden except as a necessary part of the practical experience. Neither COLLEGE, nor its employees or agents, shall be granted access to individually identifiable patient information unless the patient has first given consent using a form approved by COUNTY that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act (HIPAA) and regulation thereunder. COUNTY shall reasonably assist COLLEGE in obtaining such consent in appropriate circumstances. In the absence of such consent, students shall use only de-identified information in any discussions with COLLEGE, its employees or agents.

T. Agree to report to COUNTY any security incident or any use or disclosure of Protected Health Information (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. COLLEGE shall make this report by the next business day following discovery of the use, disclosure or security incident.

U. Be solely responsible for any payroll taxes, withholdings, workers compensation and any other insurance or benefits of any kind for employees and agents of COLLEGE providing services under this Agreement. Students are not employees or agents of COLLEGE and shall receive no compensation for their participation in the PROGRAM, either from COLLEGE or COUNTY. However, for purposes of this Agreement, students as trainees are members of COUNTY's "workforce" as that term is defined by the HIPAA regulations at 45 C. F.R. § 160.103.

III. LENGTH OF AGREEMENT TERM

A. This Agreement shall commence on January 31, 2026, and shall terminate on December 31, 2028, unless sooner terminated as provided herein.

B. This agreement shall become effective upon execution and may be terminated by either party at any time after giving the other party 30 (thirty) days advance written notice of the intention to terminate.

C. COUNTY may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors decline to appropriate funding for the Agreement in any fiscal year.

IV. DISCRIMINATION

No student shall be denied participation in this PROGRAM either by the COLLEGE or by COUNTY because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, medical condition, mental disability, or physical disability.

V. GENERAL CONDITIONS

A. Indemnification

1) COLLEGE shall defend, hold harmless and indemnify the County of Tehama, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs of COUNTY), damages, judgments or decrees by reason of any person's or persons' bodily injury, including

death, or property (including property of the COUNTY) being damaged arising out of COLLEGE's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether negligence or otherwise. COLLEGE shall at its own expense, defend any suit or action founded upon a claim of the foregoing. COLLEGE shall also defend and indemnify COUNTY against any adverse determination made by the Internal Revenue Service or State franchise Tax Board and/or any other taxing or regulatory agency against the COUNTY with respect to COLLEGE'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.

2) In the event that any student is claimed to be, or determined to be, an employee of COUNTY for purposes of the workers' compensation laws, COLLEGE shall hold harmless, defend and indemnify COUNTY, its officers, employees, agents, volunteers, and insurers (including self-insurance pool(s) or arrangement in which COUNTY participates) from and against any and all claims, losses, costs, expenses (including reasonable attorneys fees of COUNTY), liabilities, actions, proceedings, awards, judgements, or decrees arising from, related to, or founded upon such claim or determination. The indemnification obligation under this paragraph shall apply, and COUNTY shall have no liability or obligation whatsoever to reimburse COLLEGE to make any contribution, regardless of whether COUNTY, or any officer, employee, agent, or volunteer thereof, caused or contributed to the event, occurrence, injury, facts or circumstances giving rise to the claim or determination, and regardless of any actual or alleged negligence on the part of COUNTY, its officers, employee, agents or volunteers. The indemnification obligation under this paragraph shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for COLLEGE under workers' compensation laws. This paragraph is intended solely for the benefit of COUNTY and shall not be deemed to confer any rights or remedies upon any student(s) or other third-parties. The indemnification obligation under this paragraph does not infer any legal requirements related to student injuries or illnesses occurring out of performance of this Agreement.

B. Insurance

1. COUNTY shall provide COLLEGE a certificate of self-insurance evidencing commercial general liability insurance with combined single limit coverage of at least $1,000,000.00 (One Million Dollars and No Cents) per occurrence and a general aggregate combined single limit of

bodily injury and property damage liability of at least $2,000,000.00 (Two Million Dollars and No Cents).

2. COLLEGE shall provide COUNTY a letter of self-insurance evidencing commercial general liability insurance with combined single limit coverage of at least $1,000,000.00 (One Million Dollars and No Cents) per occurrence and a general aggregate combined single limit of bodily injury and property damage liability of at least $2,000,000.00 (Two Million Dollars and No Cents. Such insurance shall include Tehama County, its elected officials, officers and employees as an additional insured.

3. COLLEGE shall secure and maintain, for each student participating in the PROGRAM, malpractice insurance in aggregate amounts for all students of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) per annual aggregate. Said insurance shall be maintained in effect so long as the student remains a participant in the PROGRAM. A certificate evidencing such insurance shall be provided to COUNTY.

C. Status of Students

Student(s) shall at no time throughout this Agreement be considered officers, employees, agents or volunteers of COUNTY. Students shall perform services for patients only when under the supervision and control of COUNTY. Students shall work, perform assignments, and participate in clinics, staff meetings and in-service educational programs at the discretion of their supervisors designated by COUNTY. Students are trainees, not employees, and are not to replace COUNTY staff. COUNTY and COLLEGE agree that the students will not displace any bargaining unit employees, nor will any student placement otherwise violate any collective bargaining agreement.

D. Governing Law

All contracts shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, COUNTY shall comply with any State or federal law applicable to COUNTY's performance under this Agreement.

E. HIPAA Privacy Regulations

The parties agree that COLLEGE is not a "business associate" of COUNTY under HIPAA. COLLEGE will not be performing or assisting in the performance of covered HIPAA functions on behalf of COUNTY. There will be no exchange of individually identifiable health information between COUNTY and COLLEGE. Students in the PROGRAM are

trainees who are part of COUNTY's "workforce" as defined in HIPAA regulations at 45 C.F.R. 160.103. With that understanding, the parties agree that they shall comply with all HIPAA privacy regulations, to the extent they apply at all, including but not limited to those set forth in 45 CFR Parts 160 and 164, and also with any privacy applications arising under the State of California.

F. Assignments

Without written consent of the COLLEGE, this Agreement is not assignable by COUNTY either in whole or in part.

G. Agreement Alterations & Integration

No alteration or variation of the terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

H. Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the COLLEGE, its officers, or employees.

I. Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this Agreement shall survive expiration or earlier termination of this Agreement.

J. Severability

If any provision of this Agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any State or Federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

K. Entire Agreement

This Agreement constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof and supercedes all prior

agreements, arrangements and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement not set forth herein.

L. Employment Status

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the COLLEGE and COUNTY, but is rather an Agreement by and between the COLLEGE and COUNTY as independent contractors.

M. 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.

N. Compliance with Laws and Regulations

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the County immediately.

O. 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.

P. 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 purporting to act.

Q. Non-Exclusive Agreement

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

R. Code of Conduct

Tehama County Health Services (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. TCHSA and each of its employees and COLLEGE shall follow and 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, Director, 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, Director, Assistant Executive Director or Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA.
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.

- Shall promptly report to the 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.

VI. 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:

For COLLEGE:
Becky McCall
Assistant Superintendent/
Vice President, Administrative Services
Shasta-Tehama-Trinity Joint
Community College District
PO Box 496006
Redding, CA 96049-6006

For COUNTY:
Attn: Executive Director
Tehama County Health Services Agency
P. O. Box 400
Red Bluff, CA 96080

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

VII. This Agreement may at any time be altered, change or amended by mutual consent of the parties, in writing.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

COUNTY OF TEHAMA

Date: _____

_____
Jayme S. Bottke, Executive Director

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE DISTRICT

Date: _____

_____
Becky McCall, Assistant Superintendent/
Vice President of Administrative Services

EXHIBIT A

As part of my affiliation with the Program at Shasta College, I may have access to information which is confidential and may not be disclosed except as permitted or required by law and by Training Site policies and procedures. This information includes, but is not limited to, patient records, personnel data, and business operations data. I understand that I am committed to protect and safeguard from disclosure all confidential information regardless of the type of media on which it is stored (e.g. paper, electronic, audio tape, electronic health records, computer system, etc.). I agree that I will not release any confidential information from any record or information system to any unauthorized person.

I understand that:

- I am obligated to hold confidential information in the strictest confidence and not to disclose the information to any person or in any manner that is inconsistent with applicable law or the policies and procedures of training site and agree to protect the confidentiality of patient information as required by law and HIPAA guidelines at all times, both during and following the relationship with my assigned training site.
- I recognize that sources of confidential information include but are not limited to medical records, emergency room department and ambulance records, base station reports, California W and I Code §5150 applications, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, x-ray requests and results and conversations between physicians, nurses and other health care professionals in connection with or in the presence of a patient receiving care or between the a patient and me are protected and may not be discussed.
- I acknowledge I am not permitted to use any cameras or camera cell phones in the Training Site.
- I acknowledge that I may not review any confidential records of a friend, relative, staff member, volunteer, or any other person unless I am required to do so as part of my assigned duties. I will not discuss or allow to be displayed confidential information of any type in the proximity of any individual who does not have the right, authorization and/or need to know. This includes conversations in public places, allowing computer screens to be inappropriately visible and leaving printed material where it may be openly viewed.
- All information obtained from Training Site systems remains the property of Training Site regardless of physical location or method of storage unless otherwise specified by Training site in writing.
- If I believe that information confidentiality or security may be compromised in any way, either through the possible disclosure of sign-on information or the direct unauthorized access of information, either intentional or accidental, I shall contact my direct supervisor and the Training Site Compliance Department.
- I understand that my privileges are subject to periodic review, revision, and if appropriate, renewal. I understand that all access to Training Site systems is subject to monitoring and review as deemed appropriately by Training Site.
- My confidentiality obligation continues indefinitely, including after my association with the Training Site has ended.

Access, attempted access, or release of information without the right and need to know for successful completion of my academic program will be considered a breach of confidentiality. I understand that if I disregard the confidentiality of information to which I have access, I may be committing an illegal and/or unprofessional act for which I may be held criminally liable. This may be grounds for immediate disciplinary action up to and including revocation of privileges and/or legal action.

My signature below acknowledges that I agree to abide by the terms of the agreement.

Date:_____ _____
Student Signature

_____
Printed Name of Student

Date:_____ _____
Parent Signature (if Student is under the age of 18 years)

DRAFT

EXHIBIT B

STUDENT'S DECLARATION OF RESPONSIBILITIES

I, _____ hereby state, represent and agree that:
(Student Name)

1._____I am at least eighteen (18) years of age, or my parent has reviewed the terms and agrees by signing below.

2._____I am a student enrolled in Shasta-Tehama-Trinity Joint Community College District's (hereinafter referred to as ***"District"***)_____ program (hereinafter referred to as ***"Program"***), and as such I am participating in the School's clinical practice experience program (hereinafter referred to as the ***"Clinical Experience"***) at assigned clinical facilities (hereinafter referred to as ***"Facility"***).

3._____I agree to provide proof of the following immunizations or documentation of titers demonstrating immunity: mumps, measles, and rubella (MMR), Varicella (Chickenpox), Hepatitis B series. In addition, I agree to provide proof of a negative result to a criminal background check and a seven (7) panel drug screen consistent with testing done on Facility employees but no less than a seven (7) panel drug screen, and a negative PPD skin test or chest x-ray taken within the last six months prior to participation in the Program. Documentation of compliance with the aforementioned requirements will be provided to the Program prior to beginning clinical experience.

4._____I agree to conform to all applicable Facility policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Designated Representative of Facility and School.

5._____I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Clinical Experience and that I am responsible for my own transportation to and from the Facility.

6._____I understand and agree that I am responsible for my own medical care needs. I understand that Facility will provide access to emergency medical services should the need arise while I am participating in the Clinical Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Facility shall assume no cost or financial liability for providing such care.

7._____I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Clinical Experience. (Not applicable for Health Information Technology & Management students.)

8._____I acknowledge that I have received workplace violence awareness training consistent with NIOSH - National Institute for Occupational Safety and Health (www.cdc.gov/niosh/docs/2002-101/)

9._____I acknowledge that I will receive academic credit for the Clinical Experience provided at the Facility and that I will not be considered an employee of Facility or District, nor shall I receive compensation from either the Facility or the District. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Facility's or District's coverage based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program.

EXAMPLE

10._____I understand that Facility may suspend my right to participate in the Clinical Experience at Facility if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Facility or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by the Facility only on a temporary basis until after consultation with District. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Clinical Experience at Facility is vested in Facility.

11._____I agree to comply with discrimination regulations and shall not discriminate against any person because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, as provided by law.

12._____I further understand that Facility has the right to suspend use of their facilities in connection with this Program should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unusable for their purpose while not entirely or substantially destroyed.

13._____I understand that Hospital may provide a storage area for me to use for my personal belongings, but that the Hospital does not assume any responsibility for my personal belongings.

14._____I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

15._____In consideration of the educational opportunity afforded to me by Facility with respect to my activities while a student at Facility, I hereby waive any claim for damages against Facility, its employees, and/or agents alleged to have resulted from any actions or omissions of Facility, its employees, and/or agents.

I have read the foregoing, I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Facility will permit me to participate in the clinical practice experience program at Facility.

Date: _____ _____

Student Signature

_____

Printed name of Student

Date: _____ _____

Parent Signature (if Student is under the age of 18 years)

EXAMPLE

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Shasta Community College

Contract Description: For the purpose of interns for their Addiction studies program

APPROVED AS TO FORM:



Date: 04/14/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0615 **Agenda Date:** 4/28/2026 **Agenda #:** 10.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to Standard Agreement 25-10222 (Misc. Agree. 2025-287) with California Department of Public Health (CDPH), Women, Infants, and Children (WIC) Program, thereby shifting funds in fiscal years one, two, and three, and replacing Exhibit B, Attachment I, Budget Detail in its entirety, effective 10/1/25 and shall terminate 9/30/28

Financial Impact:
There is no change in the maximum compensation of the Agreement. This is a receivable to the Tehama County Health Services Agency in the amount of $2,974,653.00. This WIC allocation is for three Federal Fiscal Years.

Background Information:
On September 9, 2025, the Board of Supervisors approved the original WIC Funding Agreement (Misc. Agree. 2025-287) for Federal Fiscal Years (FFY) 2025-2028.

TCHSA Public Health has been operating this Tehama County program since 2003. This program provides funding to administer the WIC program, a federally funded health and nutrition program. WIC helps families by providing funds for buying healthy supplemental foods from WIC authorized vendors, nutrition education and referral to healthcare and other community services. Participants must meet income guidelines and be pregnant women, new mothers, infants, or children under the age of five.

This Amendment shifts funds in FFY's 2025-26, 2026-27, and 2027-28 to accommodate anticipated expenses with the addition of one new subcontractor.

If this item is not approved, the Department would not have the necessary resources to coordinate this public health program for our community.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4265-2510222-A1

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
25-10222	A1	

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

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
Tehama County Health Services Agency

2. The term of this Agreement is:

START DATE
October 1, 2025

THROUGH END DATE
September 30, 2028

3. The maximum amount of this Agreement after this Amendment is:
$ 2,974,653.00
Two Million Nine Hundred Seventy-Four Thousand Six Hundred Fifty-Three Dollars

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

I. This amendment shifts funds in fiscal years 1, 2 and 3 to accommodate anticipated expenses. In addition, this amendment adds one new subcontractor.

II. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Tehama County Health Services Agency

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
818 Main Street	Red Bluff	CA	96080

PRINTED NAME OF PERSON SIGNING	TITLE
Jayme Bottke	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Jayme A Bottke	4-15-26

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377	Sacramento	CA	95899

PRINTED NAME OF PERSON SIGNING	TITLE
Errolben "MJ" Elepano	Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Exhibit B, Attachment I
Budget Detail
October 1, 2025 - September 30, 2028

PERSONNEL							Year 1 10/1/2025 - 9/30/2026						Year 2 10/1/2026 - 9/30/2027						Year 3 10/1/2027 - 9/30/2028								
WIC Position Title	Exhibit A, SOW 8.	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Interim WIC Director	1-22	1-8	138,809		168,723		0.05	0.00	0.05	8,436	-	8,436	0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	8,436	-	8,436
Program Manager/ WIC Director in Training	1-22	1-8	91,229		110,885		0.65	0.00	0.65	61,078	-	61,078	0.65	0.00	0.65	65,353	-	65,353	0.60	0.00	0.60	64,549	-	64,549	190,980	-	190,980
Registered Dietitian, Nutrition Education & Staff Training Coordinator	3, 5-10,12,14,15	1-5,7	58,490		72,474		0.85	0.00	0.85	~~55,728~~	~~(584)~~	55,144	0.85	0.00	0.85	~~58,955~~	397	59,352	~~0.85~~	0.02	0.87	~~61,474~~	848	62,322	~~176,157~~	661	176,818
WIC Nutrition Assistant II, NVRA Coordinator ①	3, 5-10,12,14,15	1-5	41,392		58,712		1.00	0.00	1.00	56,432	-	56,432	1.00	0.00	1.00	57,561	-	57,561	1.00	0.00	1.00	58,712	-	58,712	172,705	-	172,705
WIC Nutrition Assistant II, Breastfeeding Coordinator ①	3, 5-10,12,14,15, 18	1-5,8	41,392		58,712		1.00	0.00	1.00	56,432	-	56,432	1.00	0.00	1.00	57,561	-	57,561	1.00	0.00	1.00	58,712	-	58,712	172,705	-	172,705
WIC Nutrition Assistant II, FMNP Coordinator ①	3, 5-10,12,14,15	1-5,8	41,392		58,712		1.00	0.00	1.00	56,432	-	56,432	1.00	0.00	1.00	57,561	-	57,561	1.00	0.00	1.00	58,712	-	58,712	172,705	-	172,705
WIC Nutrition Assistant II, Outreach Coordinator ①	3, 5-10,12,14,15	1-5	41,392		58,712		1.00	0.00	1.00	56,432	-	56,432	1.00	0.00	1.00	57,561	-	57,561	1.00	0.00	1.00	58,712	-	58,712	172,705	-	172,705
WIC Nutrition Assistant I ①	6,7,9,12,15	3-5	37,502		53,272		1.00	0.00	1.00	51,204	-	51,204	1.00	0.00	1.00	52,228	-	52,228	1.00	0.00	1.00	53,272	-	53,272	156,704	-	156,704
							0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	-	-	-
							0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	-	-	-
							0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	0.00	0.00	0.00	-	-	-	-	-	-
Overtime ③										-		-				-	-	-				-	-	-	-	-	-
~~Salaries and Wages~~										~~402,174~~	~~(584)~~	401,590				~~406,780~~	397	407,177				~~414,143~~	848	414,991	~~1,223,097~~	661	1,223,758
Total FTE							6.55	0.00	6.55				6.50	0.00	6.50				6.45	0.02	6.47						
Fringe Benefits ④							Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
							69.87%		69.87%	~~280,998~~	(408)	280,590	~~49.49908%~~		~~69.09992%~~	~~201,356~~	80,003	281,359	~~49.49081%~~		~~66.99977%~~	~~205,000~~	73,043	278,043	~~687,354~~	152,638	839,992
TOTAL PERSONNEL										~~683,172~~	(992)	682,180				~~608,136~~	80,400	688,536				~~619,143~~	73,891	693,034	~~1,910,451~~	153,299	2,063,750
OPERATING	Exhibit A, SOW 8.	Exhibit A, Attach I					Budgeted Amount	Budget Adj.	Amended Budgeted Amount							Budgeted Amount	Budget Adj.	Amended Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
General Expenses ⑤	~~5-7,17-21,23,25~~	1-10					~~85,422~~	~~(15,031)~~	70,391							~~179,217~~	~~(125,221)~~	53,996				~~165,459~~	~~(115,585)~~	49,874	~~430,098~~	~~(255,837)~~	174,261
Travel ⑥	~~8~~	1-10					~~2,000~~	~~(1,000)~~	1,000							~~2,000~~	~~(1,000)~~	1,000				~~2,000~~	~~(1,000)~~	1,000	~~6,000~~	~~(3,000)~~	3,000
Training	~~4,5,7,17,21,23~~	1-10					5,000	-	5,000							5,000	-	5,000				~~5,000~~	~~(1,000)~~	4,000	~~15,000~~	~~(1,000)~~	14,000
Outreach/Media/Promotion	~~17~~	1-10					~~11,000~~	~~(10,000)~~	1,000							~~11,000~~	~~(10,000)~~	1,000				~~11,000~~	~~(10,500)~~	500	~~33,000~~	~~(30,500)~~	2,500
Facility Costs (See Exhibit B, Attach II for breakdown) ⑦	11,23	1-10					34,164	-	34,164							34,164	-	34,164				34,164	-	34,164	102,492	-	102,492
TOTAL OPERATING							~~137,586~~	(26,031)	111,555							~~231,381~~	(136,221)	95,160				~~217,623~~	(128,085)	89,538	~~586,590~~	(290,337)	296,253
CAPITAL EXPENDITURES ⑧ (Unit Cost of $5,000 or More)	Exhibit A, SOW 8.	Exhibit A, Attach I					Budgeted Amount	Budget Adj.	Amended Budgeted Amount							Budgeted Amount	Budget Adj.	Amended Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Equipment ⑨	6,17,18,20,21	1-10					-	-	-							-	-	-				-	-	-	-	-	-
Vehicles ⑩	8,17,18,19	1-10					-	-	-							-	-	-				-	-	-	-	-	-
TOTAL CAPITIAL EXPENDITURES							-	-	-							-	-	-				-	-	-	-	-	-
OTHER COSTS ⑪	Exhibit A, SOW 8.	Exhibit A, Attach I					Budgeted Amount	Budget Adj.	Amended Budgeted Amount							Budgeted Amount	Budget Adj.	Amended Budgeted Amount				Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Chico State Enterprises - CHC- RD services	~~1-7,9,10,12,14-19~~	~~1-5, 7~~					-	27,271	27,271							-	35,721	35,721				-	35,721	35,721	-	98,713	98,713
							-	-	-							-	-	-				-	-	-	-	-	-
TOTAL OTHER COSTS							-	27,271	27,271							-	35,721	35,721				-	35,721	35,721	-	98,713	98,713
INDIRECT							Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent		Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total
Total Personnel Costs							25.00%			~~170,793~~	(248)	170,545	25.00%			~~152,034~~	20,100	172,134	25.00%			~~154,785~~	18,473	173,258	~~477,612~~	38,325	515,937
TOTAL INDIRECT										~~170,793~~	(248)	170,545				~~152,034~~	20,100	172,134				~~154,785~~	18,473	173,258	~~477,612~~	38,325	515,937
TOTAL BUDGET										$ 991,551	$ -	$ 991,551				$ 991,551	$ -	$ 991,551				$ 991,551	$ -	$ 991,551	$ 2,974,653	$ -	$ 2,974,653

Contract Year:	Year 1	Year 2	Year 3
Contract Amount:	$ 991,551	$ 991,551	$ 991,551
Funding Changes:	$ -	$ -	$ -
Checks/Balances:	$ -	$ -	$ -

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential pay and COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes: Minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.

⑧ Capital Expenditures - Unit cost must be $5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: California Department of Public Health WIC

Contract Description: For the purpose of WIC funding

APPROVED AS TO FORM:



Date: 04/14/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Minutes Certification

File Number: 25-1548 **Enactment Number: MISC. AGR 2025-287**

8. HEALTH SERVICES AGENCY **25-1548**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Standard Agreement 25-10222 with the California Department of Public Health (CDPH) Woman, Infants and Children (WIC) Program, for the receivable amount of $2,974,653, effective 10/1/25 and shall terminate 9/30/28

Enactment No: MISC. AGR 2025-287

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 9/9/2025.

Attest: Megan Willis **September 16, 2025**

Date Certified

SCO ID: 4265-2510222

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-10222	

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

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
Tehama County Health Services Agency

2. The term of this Agreement is:

START DATE
October 1, 2025 or upon DGS approval, whichever is later

THROUGH END DATE
September 30, 2028

3. The maximum amount of this Agreement is:
$ 2,974,653.00 Two Million Nine Hundred Seventy-Four Thousand Six Hundred Fifty-Three Dollars

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	19
	Attachment I	Statement of Work, Services to be Performed	10
	Exhibit B	Budget Detail and Payment Provisions	4
+ -	Attachment I	Budget Detail	1
+ -	Attachment II	Facility Costs	1
+ -	Exhibit C *	General Terms and Conditions	GTC 02/2025
+ -	Exhibit D	Special Terms and Conditions	18
+ -	Exhibit E	Additional Provisions	7
+ -	Exhibit F	Federal Terms and Conditions	8
+ -	Exhibit G	Information Privacy and Security Requirements	12
+ -	Exhibit H	Contractor's Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Tehama County Health Services Agency

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
818 Main Street	Red Bluff	CA	96080

PRINTED NAME OF PERSON SIGNING	TITLE
Jayme Bottke	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE: Jayme A Bottke

DATE SIGNED: 8-14-25

SCO ID: 4265-2510222

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-10222	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Public Health			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377	Sacramento	CA	95899
PRINTED NAME OF PERSON SIGNING	TITLE		
Errolben "MJ" Elepano	Chief, Contracts Management Unit		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Errolben Elepano Digitally signed by Errolben Elepano Date: 2025.09.18 09:15:19 -07'00'			

CALIFORNIA DEPARTMENT OF GENERAL SER … IPTION (If Applicable)

APPROVED
OCT 2 2025
SH:skb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Exhibit A
Scope of Work

1. Service Overview

A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.

B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.

C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.

D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.

E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CDFA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics through a formal contract amendment.

B. The Contractor agrees to provide WIC Program services in the following service area to: Eligible California residents of Tehama County, including the cities of Corning, Cottonwood, Dairyville, Flournoy, Gerber; Los Molinos, Manton, Mill Creek, Mineral, Paskenta, Paynes Creek, Proberta, Red Bluff, Tehama and Vina.

3. Service Hours

A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.

B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC

Exhibit A
Scope of Work

WISE).

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health	Tehama County Health Services Agency
Andrea Campbell, Contract Manager Telephone: (279) 667-0394 E-mail: andrea.campbell@cdph.ca.gov	Attention: Jayme Bottke, Executive Director Telephone: (530) 528-3216 E-mail: jayme.bottke@tchsa.net

B. Direct all inquiries to:

California Department of Public Health	Tehama County Health Services Agency
CDPH/WIC Division Attention: Andrea Campbell, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: (279) 667-0394 E-mail: andrea.campbell@cdph.ca.gov	Michelle Schmidt Supervising Public Health Nurse, Assistant Executive Director of Program 818 Main Street, Red Bluff, CA 96080 Telephone: (530) 527-8791 E-mail: michelle.schmidt@tchsa.net

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 94-6000543
FI$CAL ID #:
Contractor: Tehama County Health Services Agency
Attention: Deanna Gee
Address: PO Box 400, Red Bluff, CA 96080
Contract Number: 25-10222
Email: Deanna.gee@tchsa.net

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

6. Scope of Work Changes

A. Pursuant to Health and Safety Code section 38077(b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the CDPH/WIC Division. Failure to notify the CDPH/WIC Division of proposed revisions to the Scope of Work may result in an audit finding.

Exhibit A
Scope of Work

B. The CDPH/WIC Division will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the CDPH/WIC Division fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved provided the changes or revisions do not conflict with state or federal statutes or regulations or federal guidance for the WIC Program.

C. The CDPH/WIC Division may also request changes and revisions to the Scope of Work. The CDPH/WIC Division will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended in writing and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

A. **Applicants** - Pregnant women, breastfeeding women, postpartum women, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are breastfeeding women. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.

B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.

C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.

D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.

E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.

F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.

G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.

H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).

I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

Exhibit A
Scope of Work

J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.

K. **Degreed Nutritionist (DN)** – A Degreed Nutritionist is an individual who possesses a bachelor's degree a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role and requirements are included in WPPM 130-50. DN roles, tasks, and activities set forth in this Agreement may also be performed by a Masters Degreed Nutritionist (MDN) who possesses a master's degree in a nutrition-related field. The MDN role and requirements are included in WPPM 130-60.

L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.

M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.

N. **EBT** means Electronic Benefit Transfer - A method that permits electronic access to WIC food benefits using a card or other access device approved by the Secretary of USDA.

O. **FFY** means Federal Fiscal Year (October 1 through September 30).

P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers are authorized and trained by the CDPH/WIC Division to accept FMNP benefits (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.

Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including benefit accountability, security and integrity, and staff training.

R. **FNS** means Food and Nutrition Service - The agency within USDA that administers the WIC Program.

S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.

T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take and pass the IBCLC exam and maintain certification. In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

Exhibit A
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U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.

V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.

W. **NSA** means Nutrition Services and Administration - NSA funds means the funding provided by USDA that supports WIC Program operations. NSA costs means those direct and indirect costs, exclusive of food costs, which State and local agencies determine to be necessary to support Program operations. NSA costs must be allowable under 7 CFR part 246.14(c), 2 CFR part 200, subpart E, and USDA implementing regulations, 2 CFR part 400 and part 415.

X. **NSP** means Nutrition Services Plan - The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards].

Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.

Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.

AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.

BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.

CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.

DD. **Participants** - Pregnant women, breastfeeding women, postpartum women, infants, and children who are receiving supplemental foods or food instruments or cash-value vouchers under the Program, and the breastfed infants of participant breastfeeding women.

EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

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FF. **Quality Assurance (QA)** means a retrospective review process which evaluates whether or not a service fulfilled or met a set of requirements or criteria. QA evaluates the quality of services delivered and is an essential part of quality improvement activities.

GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.

HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.

II. **RBL** means Regional Breastfeeding Liaison - WIC local agency professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.

JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.

KK. **Service Area** - The non-exclusive geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.

LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data Users, WIC WISE, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.

MM. **Staff Training Coordinator** - A designated WIC local agency Registered Dietitian (RD), Degreed Nutritionist (DN), or Masters Degreed Nutritionist (MDN) that ensures staff training is planned, completed, and documented within designated timeframes. The Staff Training Coordinator shall follow all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.

NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.

OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.

PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.

QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.

RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants, and Children - A federal assistance program administered by USDA's Food and Nutrition Service (FNS) that provides supplemental foods, nutrition education, and referrals to other health-related and public assistance programs to low-income pregnant women, breastfeeding women, postpartum women, infants, and children under the age of five.

SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.

TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who has completed the WIC Nutrition Assistant Certification program to qualify as a CPA and who provides WIC services to participants under the supervision of a Registered Dietitian.

UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities - Administrative Contract Requirements

1) Caseload Management and Performance Standard

a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

1. Year 1 participant monthly caseload: 2,070
2. Year 2 participant monthly caseload: 2,070
3. Year 3 participant monthly caseload: 2,070

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor is complying with applicable requirements, including but not limited to requirements for program operations, program management, and fiscal management procedures. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. If it is determined that the Contractor is out of compliance during the program monitoring visit, the Contractor may be subject to more frequent program monitoring, a corrective action plan, recovery of funds, and/or disqualification.

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further information on QI, see Standard 16 in the current WIC Nutrition Services Standards [https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards].

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4) Staffing Standards

a) The Contractor shall ensure appropriate staff, as detailed in Exhibit B, Attachment I, perform all tasks outlined in Exhibit A, Attachment I.

b) The Contractor shall employ RDs for activities that support high-risk participants' nutrition needs and to oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related staff training, education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants and oversee staff training nutrition related areas in accordance with Exhibit A, Attachment I.

c) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If the WIC Director is not an RD, then an RD must be on staff to meet program requirements. If there are barriers to meeting these staffing standards, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.

d) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

e) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

f) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point- of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

g) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA

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Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

h) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

i) Staff Training Coordinator

The Contractor shall designate a RD, DN, or MDN to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

j) Civil Rights Coordinator (only applies if the Contractor has 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in
WPPM 510-30.

k) Farmers' Market Nutrition Program Local Agency Coordinator (only applies if the Contractor receives funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

l) Dietetic Internship Program (only applies if the Contractor receives funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

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The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees, and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non- WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review and approval prior to implementation. Itemized fees shall be submitted including

direct intern expenses, approved conferences, and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

m) State Committee Membership (only applies if the Contractor receives funds for membership in one or more of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall use CDPH/WIC Division-approved administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.

b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00.

c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis.

d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract

Manager for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

9) Data Collection

a) The Contractor shall exclusively use the data collection system(s) and platform(s), including WIC WISE, provided or approved by the CDPH/WIC Division. No CDPH PCI shall be stored in any other data collection systems or platforms.

b) The Contractor's data collection processes and use of the data collection system(s) and platform(s) provided or approved by CDPH/WIC Division shall comply with applicable federal and state law, mandatory federal guidance and directives, and Exhibit G to this Agreement.

c) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned CDPH/WIC Division Nutrition Consultant. An NSP End of Year Report shall be submitted to document successful completion of the NSP.

11) WIC Site Changes

a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.

b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or outreach, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.

c) The CDPH/WIC Division and the Contractor may modify the authorized WIC Sites, as listed in Exhibit B, Attachment II of this Agreement, as part of the formal amendment cycle. The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new or relocated WIC Sites, and before closing WIC Sites. For new or relocated WIC Sites, the Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval at least 45 days prior to the proposed date the WIC Site would open for business.

d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.

e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant

access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:

1. General Administration
2. Client Services
3. Nutrition Education
4. Breastfeeding

b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.

c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8.

d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.

b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.

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c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.

d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.

e) The Contractor shall submit the following with the RAE packet:

1. The Expenditure Worksheet
2. The NSA Operating Expenses Worksheet
3. The Agency Time Sheet Summary
4. The RAE Worksheet (signed)

f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days after the termination date.

14) Nutrition Education Minimum Expenditure

a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($^1/_6$) - approximately eighteen percent (18%) - of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.

b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($^1/_6$) - approximately eighteen percent (18%) - minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.

b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding $5,000 in accordance with requirements specified in Exhibit D, Provision 3.

b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive

bid award.

17) Procurement Requirements

a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding $5,000 in accordance with requirements specified in Exhibit D, Provision 1.

b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under “Travel” here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.

b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:

1. Legal Owner is the California Department of Public Health
2. Registered Owner is the Contractor’s Legal Name

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.

d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.

e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding $5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and System Support Services

a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology- related implementation and support initiatives. The IT POC will serve as the primary liaison for all IT-related matters, including but not limited to system upgrades, security compliance, incident management, troubleshooting, and implementation of new technologies. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall notify the CDPH/WIC Division Contract

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Manager and Nutrition Consultant whenever there is a change in the IT POC within 7 business days.

b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff on a monthly basis. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140- 20 for more information.

c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form as required per WPPM 140-20.

d) The Contractor IT POC shall actively participate in WIC technology user workgroups required by the CDPH/WIC Division or CDPH/ITSD.

e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.

f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security and storage compliance best practices, and maintenance and operations on the local side of the network.

g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).

   1. The contractor shall ensure that only authorized personnel have access to the POP. Access control measures shall include periodic access reviews.

h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:

   1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
   2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
   3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.

i) The Contractor shall support implementation and maintenance of WIC technology activities:

   1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division or CDPH/ITSD minimum hardware standards.
   2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.

3. Ensure that the acquired technology hardware and software meets CDPH/WIC Division or CDPH/ITSD minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, Artificial Intelligence, etc.

j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:

1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.

k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:

1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
2. The Contractor shall ensure that all software and hardware in use are within the manufacturer's support lifecycle and receive regular updates and security patches.
3. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.
4. If any software or hardware reaches its end-of-support (EOS) or end-of-life (EOL) status, the Contractor shall upgrade or release it with a supported version within 120 days of the EOS/EOL announcement, unless otherwise specified by the CDPH/WIC Division or CDPH/ITSD.

l) The Contractor shall ensure proper security of local network systems and WIC data:

1. Ensure that all devices in the WIC local agency's network are protected from unauthorized access, hackers, malware, viruses, and other security threats. This protection should be achieved through the use of antivirus protection software, appropriate hardware, restrictions of TCP/IP communications, along with any other necessary tools that may be needed to protect WIC Program devices on the network.
2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.

   The Contractor is responsible for identifying, investigating and responding to any known or potential software, system or network security vulnerabilities that may affect the WIC systems accessed via the agency's network. Upon request from CDPH, the Contractor must report to the CDPH/WIC Division, CDPH/ITSD, and WIC WISE Service Desk any identified security risks vulnerabilities, including the steps taken for mitigation and remediation. This report should include the names and version of any vulnerable software or systems both before and after the resolution of the security issues.

m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

n) The Contractor shall comply with the WIC WISE requirements as detailed in the WPPM.

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21) Implementation of Technology Projects

The CDPH/WIC Division will periodically require the Contractor to implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of technology projects, systems, or platforms provided or approved by the CDPH/WIC Division. The Contractor shall actively support the implementation of information technology projects required by the CDPH/WIC Division by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided. As part of the implementation of technology projects, the Contractor shall comply with requirements from the CDPH/WIC Division or CDPH/ITSD, including but not limited to security standards, preparation of new technology landscape, AI compliance, and technical training as needed.

22) Emergency and Disaster Planning

a) If the Contractor experiences an emergency, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate CDPH/WIC Division and local agency(ies) staff, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.

b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Translation Review Services – Education Materials (only applies if the Contractor receives funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation review services.

24) Breastfeeding Peer Counselor Database (PCDB) (only applies if the Contractor receives funds for this project)

The following only applies to Public Health Foundation Enterprises, Inc. dba Heluna Health (PHFE), which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

a) Responsibilities of PHFE includes, but are not limited to:

1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
2. Ensuring local agencies can access their own agency reports and documentation.
3. Maintaining a secure, interactive automated educational text messaging function.
4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.

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5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.

b) For “CDPH PCI” in the PCDB, as defined in Exhibit G to this Agreement (Information Privacy and Security Requirements for CDPH/WIC Contracts), PHFE is bound to the requirements, terms, and conditions specified in Exhibit G.

c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE wishes to use PHFE agency data from the PCDB for research, PHFE must follow the research request process set out in Exhibit E, Provision 5. At no time will PHFE use data from any other WIC local agency for research, analytical, or any other purposes.

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Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective
Activity 1: Assess that applicants meet eligibility criteria: 1. Categorical. 2. Residential. 3. Financial; and 4. Nutritional risk. If applicants meet these four criteria, certify eligible applicants and document ineligibles. Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant. Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate. Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need. Activity 5: Document a Care Plan in WIC WISE. Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).
Deliverables
A. Eligible applicants/participants are certified and provided appropriate WIC benefits. B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants. C. Food benefits are prescribed accurately to all WIC applicants/participants. D. Appropriate referrals are provided to all WIC applicants/participants. E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification. F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed. G. Appropriate SOD procedures are implemented during certifications and recertifications.

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Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective
Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered. Nutrition education messages should promote positive behavior changes and not be risk-based (e.g. risks of formula). Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period. Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment. Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.
Deliverables
A. Participants are provided initial and secondary nutrition education at the frequency required based on their Care Plan, their participant category, their interests/concerns, and any subsequent nutrition assessments. B. Document all participant nutrition education contacts in WIC WISE. C. Submit local agency developed Nutrition Education Contacts (NECs) for approval with the annual Nutrition Services Plan. D. Refer to Exhibit A, SOW, Provision 8.14.

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Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors. Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, peripheral devices, laptops and portable printers.
Deliverables
A. Food benefits are accurately issued. B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities. C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers meet program security standards.

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Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective
Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated. Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education and support that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals. Breastfeeding education and support messages should avoid risk-based language and use plain language principles. Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support. If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community. Activity 4: Make breast pumps and kits available to postpartum participants. Advise participants to contact their healthcare or health insurance provider to obtain a breast pump available as part of the healthcare benefits.
Deliverables
A. Participants are provided accurate breastfeeding information. B. Document all participants' breastfeeding education provided in WIC WISE. C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals. D. Participants are provided accurate breast pump use information and education. E. Document electric breast pump issuance and the reasons for issuance in WIC WISE. F. Maintain an accurate inventory of breast pumps. G. Maintain all breast pumps in a clean and working condition.

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Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program. Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.
Deliverables
A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations. B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA), as described in Exhibit A, SOW, Provision 8.4.h. Keep documentation of how and where the APOA was conducted.

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Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective
Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality. Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits. Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed. Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.
Deliverables
A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year. B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement. C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1. D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process. E. Provide WIC Program information and referrals to vendors upon request. F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis. G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

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Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective
Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all mandatory trainings are completed, including trainings that cover a comprehensive orientation to the WIC Program, Nutrition Services Plan (NSP) goals and objectives, mandatory trainings outlined in the WPPM, and WIC Information Notice (WIN) training requirements. Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes. WPPM 190-00. Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.
Deliverables
A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topic(s) identified by a needs assessment. B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records. Annual mandatory trainings listed in WPPM 1000-30 must be documented in the CDPH/WIC Learning Management System (LMS). WPPM 190-00. C. Training-related sections of the annual NSP, as applicable.

Exhibit A, Attachment I
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Task 8: Farmers' Market Nutrition Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables available at farmers' markets to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via WIC WISE FMNP Issuance Screen to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables available at farmers' markets to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP benefits and locations where they may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of CA Farmers' Market Cards and FMNP benefits assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:

   1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator.
   2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients.
   3. Instructional guidance for FMNP recipients on how to use the FMNP benefits.
   4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures.
   5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP benefits; and
   6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.

B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.

C. The Contractor shall document FMNP benefit usage education in WIC WISE for all FMNP benefit recipients.

D. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.

E. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency for distribution from May to September of the same calendar year.

Exhibit A, Attachment I
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Task 9: Breastfeeding Peer Counseling Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective
Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program. Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support. Activity 3: Provide regular supervision and monitoring of peer counselors.
Deliverables
A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process. B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC). C. All peer counselor and IBCLC contacts, and all referrals to the IBCLC are documented in the Peer Counseling Database (PCDB) and/or WIC WISE. D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties. E. The Contractor shall complete and submit an annual BFPC Program Profile to CDPH/WIC. This document evaluates the Contractor's implementation of the FNS WIC Breastfeeding Model Components for BFPC Programs.

Exhibit A, Attachment I
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Task 10: Regional Breastfeeding Liaison Program (only applies if the Contractor receives funds for this project):

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community and ensure breastfeeding messaging in the community is consistent with WIC breastfeeding education provided to WIC participants.

Activities to Support the Objective
Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to improve awareness of WIC breastfeeding services, increase referrals to WIC and its breastfeeding services, and increase breastfeeding initiation and duration rates within their community or region. RBLs establish and foster relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, health care providers, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).
Deliverables
A. The Contractor shall develop and submit an annual RBL Action Plan using the CDPH/WIC Division's RBL Action Plan template. B. The Contractor shall submit an annual RBL End of Year Report using the CDPH/WIC Division's RBL End of Year Report template. C. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff. D. The RBL shall provide activity updates to the WIC Director(s) in the RBL's region each quarter or as required by the CDPH/WIC Division. E. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.

C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.

D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.

E. Invoices shall:

1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.

2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.

3) Identify the billing and/or performance period covered by the invoice.

4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

$ 2,974,653.00 for the budget period of 10/01/2025 through 09/30/2028.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. Final undisputed invoice(s) shall be submitted for payment no more than 30 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline. The Contractor shall submit payment to the CDPH/WIC Division to cover any fees charged by the State Controller's Office to expedite processing of payment due to the Contractor submitting a delinquent invoice to the CDPH/WIC Division.

B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the **"Contractor's Release (Exhibit H)"** at the end of the Contract Term.

5. Allowable Line-Item Shifts

A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred forty-two thousand two hundred dollars ($142,200) annually are allowed, so long as the annual agreement total neither increases nor decreases.

B. The $142,200 maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with the cost-of-living index. Said adjustments shall not require a formal amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum total based on the California cost-of-living index rate as identified in the following link: https://worldpopulationreview.com/state-rankings/cost-of-living-index-by-state. Adjusted maximum amount will be reflected on any formal amendment thereafter.

C. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval of line-item shifts.

D. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.

B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

C. If the allowability of an expense cannot be determined by the CDPH/WIC Division because the invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed,

Exhibit B
Budget Detail and Payment Provisions

and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

7. Recovery of Overpayments

A. The Contractor agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the CDPH/WIC Division by one of the following options:

1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment.

2) A repayment schedule agreeable between the CDPH/WIC Division and the Contractor.

B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH/WIC Division. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

9. Additional Invoicing Requirements

A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.

B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.

Exhibit B
Budget Detail and Payment Provisions

C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.

E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.

F. The Contractor shall submit the following with each invoice packet:

1) The signed completed invoice

2) The corresponding NSA Operating Expenses Worksheet

3) The NSA Operating Expenses Master Summary Worksheet

G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.

H. Year-End Requirements:

1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.

2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year- End Supplemental Invoice.

3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation.

4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of the Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

Exhibit B, Attachment I
Budget Detail
October 1, 2025 - September 30, 2028

PERSONNEL WIC Position Title	Exhibit A, SOW 8.	Exhibit A, Attach I	Minimum Base Annual Salary	Maximum Base Annual Salary	Year 1 10/1/2025 - 9/30/2026 FTE	Year 1 Budgeted Amount	Year 2 10/1/2026 - 9/30/2027 FTE	Year 2 Budgeted Amount	Year 3 10/1/2027 - 9/30/2028 FTE	Year 3 Budgeted Amount	Total
Interim WIC Director	1-22	1-8	138,809	168,723	0.05	8,436	0.00	-	0.00	-	**8,436**
Program Manager/ WIC Director in Training	1-22	1-8	91,229	110,885	0.65	61,078	0.65	65,353	0.60	64,549	**190,980**
Registered Dietitian, Nutrition Education & Staff Training Coordinator	3, 5-10,12,14,15	1-5,7	58,490	72,474	0.85	55,728	0.85	58,955	0.85	61,474	**176,157**
WIC Nutrition Assistant II, NVRA Coordinator	3, 5-10,12,14,15	1-5	41,392	58,712	1.00	56,432	1.00	57,561	1.00	58,712	**172,705**
WIC Nutrition Assistant II, Breastfeeding Coordinator	18	1-5,8	41,392	58,712	1.00	56,432	1.00	57,561	1.00	58,712	**172,705**
WIC Nutrition Assistant II, FMNP Coordinator	3, 5-10,12,14,15	1-5,8	41,392	58,712	1.00	56,432	1.00	57,561	1.00	58,712	**172,705**
WIC Nutrition Assistant II, Outreach Coordinator	3, 5-10,12,14,15	1-5	41,392	58,712	1.00	56,432	1.00	57,561	1.00	58,712	**172,705**
WIC Nutrition Assistant I	6,7,9,12,15	3-5	37,502	53,272	1.00	51,204	1.00	52,228	1.00	53,272	**156,704**
					0.00	-	0.00	-	0.00	-	-
					0.00	-	0.00	-	0.00	-	-
					0.00	-	0.00	-	0.00	-	-
Overtime						-		-		-	-
Salaries and Wages						**402,174**		**406,780**		**414,143**	**1,223,097**
Total FTE					**6.55**		**6.50**		**6.45**		
④ **Fringe Benefits**					**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Total**
					69.87%	280,998	49.49998%	201,356	49.49981%	205,000	**687,354**
TOTAL PERSONNEL						**683,172**		**608,136**		**619,143**	**1,910,451**
OPERATING ⑤	**Exhibit A, SOW 8.**	**Exhibit A, Attach I**				**Budgeted Amount**		**Budgeted Amount**		**Budgeted Amount**	**Total**
General Expenses ⑥	5-7,17-21,23,25	1-10				85,422		179,217		165,459	**430,098**
Travel	8	1-10				2,000		2,000		2,000	**6,000**
Training	4,5,7,17,21,23	1-10				5,000		5,000		5,000	**15,000**
Outreach/Media/Promotion ⑦	17	1-10				11,000		11,000		11,000	**33,000**
Facility Costs (See Exhibit B, Attach II for breakdown)	11,23	1-10				34,164		34,164		34,164	**102,492**
TOTAL OPERATING						**137,586**		**231,381**		**217,623**	**586,590**
CAPITAL EXPENDITURES ⑧ (Unit Cost of $5,000 or More)	**Exhibit A, SOW 8.**	**Exhibit A, Attach I**				**Budgeted Amount**		**Budgeted Amount**		**Budgeted Amount**	**Total**
Equipment ⑩	6,17,18,20,21	1-10				-		-		-	-
Vehicles	8,17,18,19	1-10				-		-		-	-
TOTAL CAPITIAL EXPENDITURES						-		-		-	-
⑪ **OTHER COSTS**	**Exhibit A, SOW 8.**	**Exhibit A, Attach I**				**Budgeted Amount**		**Budgeted Amount**		**Budgeted Amount**	**Total**
						-		-		-	-
TOTAL OTHER COSTS						-		-		-	-
INDIRECT					**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Percent**	**Budgeted Amount**	**Total**
Total Personnel Costs					25.00%	170,793	25.00%	152,034	25.00%	154,785	**477,612**
TOTAL INDIRECT						**170,793**		**152,034**		**154,785**	**477,612**
TOTAL BUDGET						**$ 991,551**		**$ 991,551**		**$ 991,551**	**$ 2,974,653**

Contract Year:	**Year 1**	**Year 2**	**Year 3**
Contract Amount:	**$ 991,551**	**$ 991,551**	**$ 991,551**
Funding Changes:	**$ -**	**$ -**	**$ -**
Checks/Balances:	**$ -**	**$ -**	**$ -**

① All costs will be reviewed by CDPH for approval
② Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.
③ Additional Pay (i.e., Longevity, Retention, Differential pay and COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.
④ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.
⑤ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.
⑥ General Expenses - Includes: Minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.
⑦ Travel - All costs reimbursed shall be in accordance with CalHR rates.
⑧ Facility Costs - Includes Rent, Utilities, Janitorial, Security, and Maintenance.
⑨ Capital Expenditures - Unit cost must be $5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.
⑩ Equipment - Includes items such as: Telephone systems, information technology equipment, photocopy machines, etc.
⑪ Vehicles - Will be used for Facility Site Visits, Conferences, Trainings, and Outreach.
Other Costs - List the subcontractor's name and brief description of services provided.

Exhibit B, Attachment II
Facility Costs
October 1, 2025 - September 30, 2028

Total Facility Costs:				**Year 1 Total**		**Year 2 Total**		**Year 3 Total**
$ 102,492				**$ 34,164**		**$ 34,164**		**$ 34,164**
Site Street Address, City, State & Zip Code	**Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)**	**Total Square Footage**	**Total Cost of Site Per Month**	**Total Site Cost Per Year**	**Total Cost of Site Per Month**	**Total Site Cost Per Year**	**Total Cost of Site Per Month**	**Total Site Cost Per Year**
1850 Walnut Street Bldg H Red Bluff CA 96080	Clinic	4301	1,787	21,444	1,787	21,444	1,787	21,444
275 Solano St. Corning CA 96021	Clinic	1024	1,060	12,720	1,060	12,720	1,060	12,720

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

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

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

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

Exhibit D
Special Terms and Conditions
(Rev 05/2025)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22 Economic Sanctions
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

1. Procurement Rules

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

a. **Equipment definitions**

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

(1) **Major equipment/property**: A tangible or intangible item having a base **unit cost of $5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base **unit cost of less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

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

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system

that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

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

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $5,000 for any artices, supplies, equipment, or services. The Contractor shall obtain at least three competive quatations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $5,000 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement

and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

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

5. Site Inspection

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

6. Intellectual Property Rights

a. Ownership

(1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by Contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

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

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, Department of Public Health. This material may not be reproduced or

disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

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

e. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

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

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

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

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or

settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision.

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

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

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

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of

the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1].

2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf], and the regulations contained in the Title 7, CFR, Part 248 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter- A/part-248], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102- 314).

3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [https://www.fns.usda.gov/wic/policy].

4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 & https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400].

B. The following applicable State laws and regulations:

1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType= Default&contextData=(sc.Default)&bhcp=1].

2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/]; and the regulations contained in the Title 7, CFR, Part 248 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).

3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [http://leginfo.legislature.ca.gov/faces/codes.xhtml].

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C. The following:

1) All updates issued as of the effective date of this Agreement to the WIC Policy and Procedure Manual (WPPM), located on the CDPH/WIC Local Agency SharePoint Site under Policy [https://partners.cdph.ca.gov/sites/LASS/], and any subsequent updates that are required by Federal or State law and/or Federal directives.

2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor to implement mandatory requirements and guidelines set forth in Federal law, State law, and/or Federal directives.

3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [https://partners.cdph.ca.gov/sites/LASS/]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.

2. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term - Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles - The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause - Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating - All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements - Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

8) Use of Subcontractors - In the case of the Contractor’s utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

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B. Insurance Coverage Requirements

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

1) Commercial General Liability - The Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) - The Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) - The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) - The Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) - The Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - The Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

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3. Avoidance of Conflicts of Interest by the Contractor

A. The Contractor shall avoid any real or apparent conflict of interest on the part of the Contractor or its employees, as well as the Contractor's subcontractors or the officers and directors of the Contractor or any subcontractors. The Contractor must establish a written conflict of interest policy as specified in WPPM 150-10.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

C. Contractor shall comply with its written conflict of interest policy and shall be responsible for detecting and avoiding any real or apparent conflicts of interest in accordance with Contractor's policy, this Agreement, and any applicable state, federal, and local laws. Failure to avoid and/or resolve any real or apparent conflicts of interest may be grounds for termination of the Agreement.

D. Any costs (including legal costs) incurred due to Contractor's failure to avoid any real or apparent conflict of interest shall be the responsibility of the Contractor.

4. Civil Rights Assurance

A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.

B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

C. The Contractor must notify applicants and participants that:

1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.

2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

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3) Program information may be made available in languages other than English.

D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at https://www.ascr.usda.gov/filing-program- discrimination-complaint-usda-customer and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:

1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410

2) Fax: (202) 690-7442

3) Email: program.intake@usda.gov

E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.

F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Research

A. The Contractor shall submit a request, and must receive written approval from the CDPH/WIC Division, prior to conducting independent research by collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC applicants or participants, WIC staff, and/or WIC vendors. Independent research, regardless of funding source, includes research activities, as well as the drafting or creation of articles, reports, and/or other materials, which are not necessary for the performance of the Agreement and are conducted and/or produced by the Contractor using data that has been obtained directly from WIC applicants or participants, WIC staff, and/or WIC vendors through a variety of means, including but not limited to surveys, focus groups, and/or interviews, or indirectly using the CDPH/WIC Division's authorized management information system. Independent research does not include potential research projects solicited and administered by the CDPH/WIC Division.

B. Research projects solicited and administered by the CDPH/WIC Division must be memorialized in a formal amendment to this Agreement or in a separate agreement.

C. WIC funds shall not be used for non-WIC Program purposes, including research for non-WIC Program purposes. WIC Program purposes shall be determined by the CDPH/WIC Division in compliance with USDA regulations, guidance, and directives. The Contractor shall not use WIC funds for, or incur WIC Program costs related to, independent research for WIC Program purposes unless and until the Contractor receives written approval for use of the funds from the CDPH/WIC Division.

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D. The Contractor agrees that if State funds are used to perform independent research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.

E. The Contractor shall be responsible for ensuring that any independent research conducted complies with state and federal confidentiality laws including but not limited to the confidentiality provisions and requirements set forth in federal regulations (7 CFR 246.26), the California Information Practice Act, and the terms of Exhibit G of this Agreement.

F. Contractor's right to publish or present on any research is subject to all restrictions on the publication, disclosure, dissemination and use of confidential information or data set forth in this Agreement or under any applicable law. All presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

6. Special Projects that Provide Assistance to Local Governments or Aid to the Public

A. Contractor Requirements

1) The Contractor shall submit a written request for and receive written approval from the CDPH/WIC Division prior to initiating a special project, as described in Provision 6.B., to the assigned Nutrition Consultant.

2) WIC funds shall not be used for non-WIC purposes, including non-WIC special projects. The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a WIC special project unless and until the Contractor receives written approval for use of the WIC funds from the CDPH/WIC Division.

3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately cease any and all actions or activities associated with the special project.

4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.

5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

1) When seeking approval for a special project, the Contractor's written request must include:

a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and

b. If applicable, the associated Request for Proposals (RFP); and

2) If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project. The written request may also include other materials that are relevant to the special project, as determined by the Contractor.

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3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.

4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

5) Special projects approved by the CDPH/WIC Division must be memorialized in a formal amendment to this Agreement or in a separate agreement.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

WIC funds shall not be used for non-WIC purposes. The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR, Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [https://partners.cdph.ca.gov/sites/LASS].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring the confidentiality and security of applicant and participant information and vendor information disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of CDPH, pursuant to this agreement with the CDPH/WIC Division in compliance with the confidentiality provisions and requirements set forth in all applicable state and federal laws including but not limited to 7 CFR, Part 246.26 and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

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

The terms "Contractor" and "Subcontractor" shall also mean, “agreement”, "contract", “contract agreement”, "Contractor" and "Subcontractor" respectively.

The terms “California Department of Public Health” and “CDPH” shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

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

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

1. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Debarment and Suspension Certification

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

3. Covenant Against Contingent Fees

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

4. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

5. **Additional Restrictions**

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, 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.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used 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 policymaking and administrative processes within the executive branch of that government.

(c) 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."

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Tehama County Health Services Agency Name of Contractor	 Printed Name of Person Signing for Contractor
25-10222 Contract Number	 Signature of Person Signing for Contractor
 Date	 Title

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

California Department of Public Health

CDPH reserves the right to notifiy the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

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

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) ("Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health ("CDPH"), pursuant to Contractor's agreement with CDPH. Such personal and confidential information is referred to herein collectively as "CDPH PCI".

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants. The Contractor may enter into a data sharing agreement for CDPH PCI only when permitted under state and federal laws and authorized in writing by the CDPH WIC Program. If the Contractor chooses to enter into a data sharing agreement, it shall be the Contractor's sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Contractor may execute.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

B. Confidential Information: "Confidential information" means:

1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);

2. any information about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e);

3. any information that does not meet the definition of "public records" set forth in California Government Code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920, et seq. of the California Government Code or any other applicable state or federal laws; or

4. any information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

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

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

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

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. is about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or

4. is about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e); or

5. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a); or

6. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

7. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

8. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

9. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

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

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

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Contractor's obligations under its agreement with CDPH WIC. The Contractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by state or federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in state and federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a

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Information Privacy and Security Requirements
(For CDPH WIC Contracts)

written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

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

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Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach

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Information Privacy and Security Requirements
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notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer**	**CDPH OLS Contact for Third Party Information Requests**
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413 MS6302 Sacramento, CA 95899-7413 Email: ICDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCI~~s~~ to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy

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Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

[CONTINUED ON NEXT PAGE]

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. Workforce Members Training and Confidentiality. Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. Workforce Members Discipline. Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. Workforce Member Assessment. Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. Encryption.

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

- CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

B. Server Security. Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. Minimum Necessary. Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. Antivirus software. Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

E. Patch Management. All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. User Identification and Access Control. All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor workforce members are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	• Memorized Secret • Look-Up Secret • Out-of-Band Devices • Single-Factor One-Time Password (OTP) Device • Multi-Factor OTP Device • Single-Factor Cryptographic Software • Single-Factor Cryptographic Device • Multi-Factor Cryptographic Software • Multi-Factor Cryptographic Device	• Multi-Factor OTP Device • Multi-Factor Cryptographic Software • Multi-Factor Cryptographic Device • Memorized Secret **plus**: • Look-Up Secret • Out-of-Band Device • Single-Factor OTP Device • Single-Factor Cryptographic Software • Single-Factor Cryptographic Device	• Multi-Factor Cryptographic Device • Single-Factor Cryptographic Device used in conjunction with Memorized Secret • Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device • Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software • Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator • Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

G. CDPH PCI Destruction. When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

H. Reauthentication. Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

I. Warning Banners. During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. System Logging. Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

M. Intrusion Detection. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

III. Audit Controls

A. System Security Review. Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. Change Control. All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. Emergency Mode Operation Plan. Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. CDPH PCI Backup Plan. Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. Supervision of CDPH PCI. CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. Escorting Visitors. Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. Removal of CDPH PCI. CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. Faxing and Printing. Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. Mailing. Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit H

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 25-10222 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **Invoice number(s)** _____, in the **amount(s) of $** _____and **dated** _____._
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Tehama County Health Services Agency

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

CDPH 2352 (7/07)

Tehama County

Agenda Request Form

File #: 26-0605 **Agenda Date:** 4/28/2026 **Agenda #:** 11.

SHERIFF'S OFFICE

Requested Action(s)
a) TRANSFER OF FUNDS: SHERIFF, B-63 - From CALAIM (2032-4505723), to Contingency (2002-59000), $8,472.50; and from Contingency (2002-59000) to Professional/Special Services (2032-53230), $8,472.50 **(Requires a 4/5's vote)**

Financial Impact:
There is no financial impact on the General Fund. The Sheriff's Office will utilize CALAIM AB133 funds to issue payment to Health Management Associates, Inc.

Background Information:
The California Advancing and Innovating Medi-Cal (CalAIM) Justice Involved Initiative (JI) helps incarcerated people prepare for reentry into their communities. The Tehama County Jail utilized Health Management Associates, Inc. (HMA), a State-approved contractor under the CALAIM Program, to prepare the implementation plan as mandated by the State for inmates to receive these services. The implementation plan that HMA provided has been submitted and approved by the State of California.

HMA is currently working on a new Memorandum of Understanding (MOU) between the Sheriff's Office (SO) and Tehama County Health Services Agency (TCHSA), Request for Proposals (RFP) for Pharmacy Services and Electronic Health Records (EHR), as well as writing job classifications for two new positions needed to move forward into the CALAIM JI future.

The CALAIM AB133 funds will pay the invoice issued by HMA for services listed above that were rendered at the Tehama County Jail during the month of March 2026.

HEALTH MANAGEMENT ASSOCIATES, INC.

INVOICE

Tehama County Sheriff's Office
Att. Finance
PO Box 729
nbrummond@tehamaso.org
Red Bluff, CA 96080

April 14, 2026
Invoice Number: 211996 - 0000028
Due Date: May 14, 2026

Current Invoice Total **$8,472.50**

Project: 211996 Tehama County: Medi-Cal DHCS

Professional Services from March 01, 2026 to March 31, 2026

Task: Sheriff

Professional and Consulting Services Rendered:

	Hours	Rate	Fees
[redacted]	1.00	345.00	345.00
[redacted]	5.25	400.00	2,100.00
[redacted]	4.00	260.00	1,040.00
[redacted]	.50	345.00	172.50
[redacted]	8.00	440.00	3,520.00
[redacted]	7.00	185.00	1,295.00
Total Hours / Fees	25.75		8,472.50

Subtotal Fees **8,472.50**

Current Invoice Total **$8,472.50**

[redacted]:

[redacted]

2501 Woodlake Circle, Suite 100, Okemos, MI 48864
Telephone: (517) 482-9236 Fax: (517) 482-0920
Email: accounting@healthmanagement.com · Federal ID # 38-2599727
WWW.HEALTHMANAGEMENT.COM

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND HEALTH MANAGEMENT ASSOCIATES, INC.

On December _, 2024, this Agreement is entered into between the County of Tehama, through its Sheriff's Office and Probation Department, ("County") and Health Management Associates, Inc. ("Contractor") for the purpose of providing consulting and technical assistance to the County.

1. **RESPONSIBILITIES OF CONTRACTOR**

Contractor shall perform the following responsibilities in addition to the deliverables found in Exhibit "B":

- Consulting and technical assistance on the approach to planning and implementation of pre-release services as well as budget development
- Training regarding CalAIM, the Office of Health Care Services (DHCS) operational guidance, and the required pre-release services
- Consulting and technical assistance on 90-day pre-release eligibility and behavioral health linkage screening
- Consulting and technical assistance for completing the release readiness assessment
- Stakeholder convening, consulting, and technical assistance for reentry coordination and planning
- Consulting and stakeholder engagement for the County Behavioral Health Department, Probation and Sheriff's Office oversight, governance, and project management
- Development of the DHCS required readiness assessment template provided by DHCS, which will focus on new processes required to support the implementation of behavioral health links and includes the following components:
    1. Initial Data Sharing
    2. Data Sharing for Release
    3. Release Planning: follow-up appointments; and transportation
    4. Reentry Professional-to-Professional Clinical Handoff
    5. Follow-up Post Release: post release scheduling; and post-release follow-up
    6. Oversight and Project Management: staffing structure and plan; governance structure for partnerships; and reporting and oversight processes
- Review of medical contracts and recommendations to align with the CalAIM Justice involved Initiative.
- Develop policies and procedures, and process flows in compliance with the operational guidance minimum requirements.
- Training and technical assistance regarding billing, claiming, and pharmacy services.
- Consulting and technical assistance on the operationalization of pre-release services and continuous quality improvement
- Actuarial Analysis of projected revenue from Medi-Cal reimbursement based on 2 years of Correctional Facilities health care encounter data provided the County
- Up to two site visits to Tehama County to develop Implementation Plan and provide TA for Readiness

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in Exhibit "B", after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall be up to $211,000 for the reasonable value of services in making necessary site visits, analysis, and plans in preparation for this contract and up to $764,000 for other services completed before the end of the term for a total not to exceed $975,000.00. Contractor shall be compensated Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TERM OF AGREEMENT**

This agreement shall terminate September 30, 2026, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice.

County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff and/or Chief Probation Officer.

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

10. **INDEMNIFICATION**

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

11. **INSURANCE**

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

12. **PREVAILING WAGE**

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to

contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

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

All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
dkain@tehamaso.org

Tehama County Probation Department
Attn: Pam Gonzalez, Chief Probation Officer
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3026
pgonzalez@tcprobation.org

NOTICES TO CONTRACTOR:
Jeff DeVries
Health Management Associates, Inc.
2501 Woodlake Circle, Ste. 100
Okemos, MI 48864
Fax: (517) 482-0920
contracts@healthmanagement.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Finance
P.O. Box 729
Red Bluff, CA 96080
(530) 528-8979
nbrummond@tehamaso.org

Tehama County Probation Department
Attn: Finance
P.O. Box 99
Red Bluff, CA 96080
(530) 527-4052 ext. 3028
omorales@tcprobation.org

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

19. **NON-EXCLUSIVE AGREEMENT**:

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

20. **RESOLUTION OF AMBIGUITIES**:

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

21. **NO THIRD PARTY BENEFICIARIES**:

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

22. **HAZARDOUS MATERIALS**

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

23. **HARASSMENT**

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

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policy may cause termination of this agreement.

24. **EXHIBITS**

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

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

COUNTY OF TEHAMA

Date: DEC 17 2024

CHAIRMAN OF BOARD OF SUPERVISORS

Date: 12/31/2024

Dave Kain (Dec 31, 2024 10:29 PST)

DAVE KAIN, SHERIFF

Date: 12-31-24

PLG

PAM GONZALEZ, CHIEF PROBATION OFFICER

HEALTH MANAGEMENT ASSOCIATES, INC.

Date: January 6, 2025 | 9:37 PST

Signed by:
Kelly Johnson
7533E7CBA7A5470...

KELLY JOHNSON, CHIEF ADMINISTRATIVE OFFICER

TBD
Vendor Number

2032-53230
Budget Account Number

2037-53230
Budget Account Number

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

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

EXHIBIT "B"

SHERIFF'S OFFICE DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Sheriff's Office:**

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key task, deliverables, and target time frames.	8/15/2024	$334.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days before release and upon release, the county's readiness to provide pre-release services, and billing and claiming for such services. Gaps in readiness and recommendations to close the gaps will be provided in a report. **This information will guide the development of the mandatory implementation plan and budget**. Cost includes 3-day site visit and travel.	TBD based on extension date	$115,681.00
3.	Eight Training Modules	HMA will deliver eight trainings for Sheriff's Office staff, including the Medi-Cal Transformation PATH 3 initiative, reentry services, and billing and claiming.		$10,874.00
4.	Shared, Web-Based Site for Resource Management	HMA will develop and maintain or support a web-based site to share resources with the Sheriff's Office easily.		$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Medi-Cal Transformation PATH 3 policy and procedure manual		$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claims		$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gap Analysis

8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services	TBD based on extension date	$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Sheriff's Office to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		$188,455.00
10	Process and Templates	HMA will work closely with key stakeholders to establish processes and templates to collect and monitor required data, report on DHCS required measures, and implement corrective action plan processes to address operational challenges, if necessary		$26,790.00
11	Continuous Quality Improvement Training and Recommendations	HMA will train Sheriff's Office staff and contractors on continuous quality improvement techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program		$21,925.00
12	Review of Healthcare Contract and Recommendations	HMA will review the contract with your healthcare vendor and ensure it aligns with the MEDI-CAL TRANSFORMATION JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		$21,925.00
13	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre-release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Sheriff's Office the flexibility to change assumptions and review corresponding results.		$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Sheriff Dpt.		**$12,500**

PROBATION DELIVERABLES

Pursuant to the Scope of Services discussed above, we will provide the following deliverables for the **Tehama County Probation Department**:

	Deliverable	Description	Date	Cost
1.	Project Plan	HMA will provide a detailed project plan outlining key tasks, deliverables, and target time frames.	15 days after contract execution	$333.00
2.	Gaps Analysis and Plan to Close Gaps in Report Format	HMA consultants will assess Tehama County's current readiness to ensure individuals have health coverage up to 90 days prior to release and upon release, the county's readiness to provide pre- release services, and ensure billing and claiming for such services. Gaps in readiness and recommendations or closing the gaps will be provided in a report. **From this, HMA will lead the Probation's Department in creating the budget and implementation plan design to be submitted to DHCS.**	TBD – Based on Extension of IP Due Date	$110,681.00
3.	8 Training Modules	HMA will deliver 8 trainings for Probation's Department staff, including topics such as the Cal Aim PATH 3 initiative, reentry services, MAT in carceral settings, and billing and claiming.		$10,874.00
4.	Development of a shared, web-based site for resource management	HMA will maintain or support a web-based site to easily share resources with the Probation's Department.		$1,082.00
5.	Policy and Procedures Manual	HMA will develop a Cal AIM PATH 3 Policy and Procedure Manual		$32,420.00
6.	Process Flows	HMA will develop process flows for all reentry services, billing, and claiming.		$28,704.00
7.	Staffing Structure Recommendations and Job Descriptions	HMA will assess the current staffing structure, make recommendations for staffing, and help create job descriptions, as needed		Included in Gaps Analysis
8.	Governance Structure Recommendations	HMA will advise on a sustainable governance structure for the county to design, implement, and ensure ongoing quality pre-release healthcare services		$11,678.00
9.	Development and Submission of Readiness Assessment	HMA will work closely with the Probation Department to develop the plan addressing the DHCS required readiness elements, draft the readiness assessment, submit the readiness assessment and make any required adjustments.		$171,530.00

10.	Process and templates for the established process to collect, monitor, and report on DHCS required measures, including corrective action processes to address operational challenges.	HMA will work closely with key stakeholders to establish processes and templates to collect required data and implement corrective action plans if necessary.		$26,790.00
11.	Continuous Quality Improvement Training and Recommendations	HMA will train the Probation Department staff and contractors on continuous quality improvement (CQI) techniques and provide technical assistance on implementing a comprehensive health and reentry services CQI program.		$21,925.00
12.	Provide recommendations regarding the delivery of healthcare services and associated agreements to align with CalAIM requirements	HMA will review the contract with your healthcare vendor and ensure it aligns with the CAL AIM JI Initiative mandates. HMA will also provide actuarial services and recommended reimbursement models for your healthcare program.		$21,925.00
13.	Actuarial Analysis	An actuarial memorandum including an executive summary, methodology, and discussion and summary of estimated annual Medi-Cal revenue for 90-day pre- release services, along with all corresponding assumptions used under each scenario. This also provides the Tehama County Probation Office the flexibility to change assumptions and review corresponding results.		$26,210
14	Other Support as Needed	Support for additional implementation activities as requested by the Probation Dpt.		$12,261

STAFFING

John Volpe will serve as the project director and Tara Kelly will serve as project manager. Both will ensure timely completion of deliverables, coordinate team activities, and provide consistent communication with the Tehama County Agencies. Julie White, Daniel Dean, Rebekah Kharrazi, Christina Kadelski, and Jessica Perillo will be the primary staff on this project. Additional HMA staff will provide services for the project as appropriate. Short biographies for the individuals working on this project and an overview of HMA are provided at the end of this letter.

TERM OF AGREEMENT

This Agreement will begin on June 1, 2024, and shall continue in effect until September 30, 2026, unless terminated earlier by either party giving the other party thirty (30) days' written notice of termination. If this Agreement is terminated by a party's written notice of termination, you agree to compensate

HMA for all services rendered prior to HMA's actual knowledge of termination and for all out-of-pocket expenses incurred to date. The staffing arrangements and the scope of work stated in this letter apply to this project only.

PROJECT FEES

The services described above will be provided on a time-and-materials basis for a total of $975,000. In addition, all out-of-pocket expenses will be reimbursed. Professional hourly rates and travel time will be billed as indicated in the table below. Project fees will not be incurred beyond the ascribed amount without your prior approval and a written amendment to this agreement signed by both parties. Finally, we will submit invoices monthly for services provided in the previous month. These invoices will be payable upon receipt.

Title	HMA 2024 Professional Hourly Rates	2024 Travel Time Rates
Principal Actuarial	$495	N/A
Physician Principal	$470	$293
Managing Director	$410	$255
Managing Principal	$410	$255
Principal	$400	$250
Associate Principal	$360	$225
Senior Consultant	$315	$203
Consultant Actuary	$280	N/A
Consultant 1	$240	N/A
Consultant/ Associate	$210	$140
Research Associate	$165	$108
Project Manager	$135	$85
Clerical and Admin	$120	$60

HMA billing rates increase on January 1 of each calendar year unless agreed otherwise in writing.

CONFIDENTIALITY, NON-DISCLOSURE, CONFLICTS AND GENERAL TERMS

HMA often serves multiple clients within a certain industry or market, including those with potentially opposing interests, and HMA's relationship with you will not be an exclusive relationship. Accordingly, HMA may have served, may currently be serving, or may in the future serve, other companies whose interests may be adverse to yours. In all such situations, HMA is committed to maintaining the confidentiality of each client's information, and ensuring that your interests, proprietary and otherwise, are protected. To that end, HMA strictly adheres to our Policy and Guidelines Related to Conflicts of Interest and Proprietary Information which contain nondisclosure procedures (such as firewall protocols and other safeguards) to maintain each client's confidential information and ensure that your interests are protected.

Both parties acknowledge that, while performing work under this Agreement, a party may learn of or receive confidential, trade secret, or other proprietary information concerning the other party or third parties to whom the party is obligated to confidentiality (Confidential Information). Each party agrees to take at least such reasonable precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information and agrees to not disclose to any third party any Confidential Information belonging to the other party.

All services will be performed by HMA as an independent contractor. This Agreement does not create a relationship between the parties of employment, joint venture, or agency. You agree that, for a period of two (2) years from the date of termination of this Agreement, neither you nor any of your representatives will entice away, solicit for employment, or employ any current or former employee of HMA without the express written consent of HMA. With prior notice, HMA may change the staff assigned to provide the Consulting Services with staff of equal abilities and qualifications. HMA may enter into subcontractor agreements for the performance of the services.

Attached are our standard terms and conditions for the provision of services ("Terms and Conditions"), which are incorporated into this Letter Agreement. This Letter Agreement and the Terms and conditions will constitute the entire agreement between HMA and Tehama County related to the project described above. We are happy to discuss the proposed services and terms with you or provide any additional information you may require. The proposed services, staffing arrangements, and this Letter Agreement are valid for sixty days from the date of HMA's signature, after which the project fees and staff availability may be subject to change.

E-Contract Review
Approval as to Form

Department Name: Probation/TCSO

Vendor Name: Health Management Associates, Inc.

Document Description: Agreement for consulting for pre-release services (CalAIM)

APPROVED AS TO FORM:

Date: 12/3/24

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

Tehama County

Minutes Certification

File Number: 24-2213 **Enactment Number: MISC. AGR 2024-378**

15. SHERIFF'S OFFICE / PROBATION DEPARTMENT - Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez **24-2213**

a) AGREEMENT - Approval and authorization for the Chairman to sign the agreement with Health Management Associates, Inc., to provide consulting and technical assistance related to PATH Round 3 funding and CalAIM implementation for both correctional facilities, the Jail and Juvenile Detention Facility, set forth in Exhibit "B" with maximum compensation not to exceed $975,000, effective 6/1/24 and shall terminate 9/30/26 *(Subject to receipt of insurance documentation).*

Sheriff Dave Kain and Chief Probation Officer Pam Gonzalez explained the benefits of the departments coming together regarding the CalAIM agreement and discussed the mandate and grant funding.

In response to Supervisor Moule, Mr. Kain explained the departments overlapping responsibilities and process.

In response to Supervisor Moule, Ms. Gonzalez explained the intent of CalAIM agreement regarding services for an incarcerated persons.

RESULT: APPROVED
MOVER: Pati Nolen
SECONDER: Candy Carlson
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
Enactment No: MISC. AGR 2024-378

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 12/17/2024.

Attest: Deputy

January 17, 2025
Date Certified

Tehama County Auditor's Office

BUDGET APPROPRIATION INCREASE REQUEST

Auditor Number B-63

DEPARTMENT NAME CALAIM/Jail

Date: 4/14/2026

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

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

Funding Source CALAIM AB133 funds held in fund 581 for payment to HMA for services rendered through March 2026.

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

Increase Revenue Budget				Increase Expenditure Budget			
FUND DEPT NO	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**	**FUND DEPT NO**	**ACCOUNT NUMBER**	**ACCOUNT NAME**	**AMOUNT**
2032	4505723	CALAIM	$ 8,472.50	2002	59000	Contingency	$ 8,472.50
2002	59000	Contingency	$ 8,472.50	2032	53230	Professional/Special Services	$ 8,472.50
		Total Journal	**$ 16,945.00**			Total Journal	**$ 16,945.00**

TRANSFER APPROVED

4.14.2026

SIGNATURE OF REQUESTING OFFICIAL DATE

Ana Zamacona 4/14/2026

AUDITOR DATE

BOARD OF SUPERVISORS DATE

A-117
07/2018

505

Tehama County

Agenda Request Form

File #: 26-0637 **Agenda Date:** 4/28/2026 **Agenda #:** 12.

COMMITTEES & COMMISSIONS

Requested Action(s)
a) TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION (First 5 Tehama) - One (1) three-year appointment to fill the vacant Public at Large Representative term, with said new term to expire 3/26/29 (Interested Person: Alexis Ross)

b) TEHAMA COUNTY CHILDREN AND FAMILIES COMMISSION (First 5 Tehama) - One (1) three-year appointment to fill the expired term of Jennifer Torres as President/Chair, with new said term to expire 3/26/29 (Interested Person: Jennifer Torres)

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0608 **Agenda Date:** 4/28/2026 **Agenda #:** 13.

BOARD OF SUPERVISORS

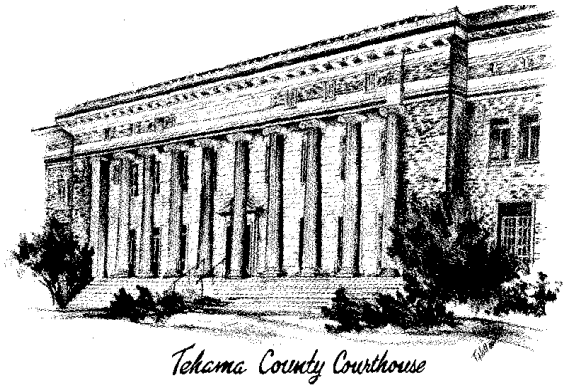
Requested Action(s)
a) Request ratification of the Chair's signature and the submission of a comment letter regarding California Air Resources Board's (CARBs) Advanced Clean Fleets regulation during the 15-day comment period

Financial Impact:
No financial impact at this time.

Background Information:
The Chair of the Board of Supervisors executed a letter on behalf of the Board in response to the California Air Resources Board (CARB) 15-day public comment period regarding proposed regulatory actions that may impact fleet operations. Given Tehama County's large geographic area, rural and agricultural landscape, and reliance on vehicles for critical public services and emergency response, this regulation could become expensive and unmanageable for rural communities like Tehama County. The letter outlines operational considerations unique to our region. Approval of this item will authorize submission of the County's comments to ensure local conditions and service needs are represented in the state's decision-making process. Due to timing considerations, the letter was transmitted prior to formal Board consideration.

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones



Gabriel Hydrick
Chief Administrator

April 14, 2026

Clerk of the Board
California Air Resources Board
1001 I Street
Sacramento, CA 95814

RE: Advanced Clean Fleets 15-Day Comment Period Response

Dear Chair Lauren Sanchez and the Members of the California Air Resources Board:

The Tehama County Board of Supervisors appreciate the time and effort that has gone into the 15-day comment draft that has been published for public comment. While the goals of these regulations are laudable, the reality remains that we cannot safely serve our communities unless emergency support vehicles are exempted.

We predominantly serve a rural and agricultural community spanning approximately 2,950 square miles across Tehama County, characterized by a highly dispersed population and significant distances between service locations. Our community relies on us to provide critical public services, including emergency response, infrastructure maintenance, and continuity of essential government operations.

Tehama County is a wildfire-prone region that experiences extreme summer temperatures frequently exceeding 100°F, placing additional demands on both personnel and equipment. During emergencies such as wildfires and severe weather events, our vehicles must travel long distances across varied and often rugged terrain, including rural roadways and remote areas with limited access.

These vehicles are required to operate continuously for extended durations—often running for prolonged periods without interruption—in high heat and hazardous conditions to support life safety and incident response. Reliable vehicle performance under these conditions is essential to maintaining service delivery and protecting public safety.

Due to these operational realities, maintaining dependable, high-performing vehicles with sufficient range, durability, and uptime is critical. Any limitations that reduce vehicle availability or operational readiness could directly impact on our ability to effectively serve and protect our community.

To prevent unnecessary loss of life and property in the communities we serve, please reconsider the amendments respectfully requested in the October 7th letter submitted by the California Special Districts Association, League of California Cities, and California State Association of Counties, collectively representing our state's 5,000 local agencies and 40 million residents.

Local agencies like ours continue to play our part in achieving the State's climate and emissions goals. Our proposed amendments will enable us to better meet this challenge and effectively navigate the current Advanced Clean Fleets (ACF) mandates and their associated ambitious compliance deadlines. Of critical concern to our community, the ACF mandates on local agencies are creating unnecessary challenges in complying while maintaining the many critical services Californians rely upon for their most essential daily needs as well as during emergencies and disasters.

Vehicles that that need to be categorically exempted from the regulations the same manner as those found in **part (c) of § 2013 of title 13 of the California code of regulations to** include those vehicles that respond to, assist in and recover from disasters and emergencies to include: water utility vehicles, flood protection vehicles, sewer utility vehicles, electric utility vehicles, fire prevention vehicles, fire protection vehicles, search and rescue vehicles, and disease and vector control vehicles.
We respectfully request that you amend the ACF exemptions to allow our vehicles that support emergency services to continue serving our communities when we need them most.

Sincerely,

Tom Walker, Chair
Tehama County Board of Supervisors

Tehama County

Agenda Request Form

File #: 26-0587 **Agenda Date:** 4/28/2026 **Agenda #:** 14.

TEHAMA COUNTY SANITATION DISTRICT NO.1

Requested Action(s)
a) Request approval of the claims paid January 1, 2026, through March 31, 2026, in the amount of $41,815.03

Financial Impact:
FUND 605: 605-53120 $326.28; 605-53140 $78.32; 605-53180 $199.78; 605-53230 $32,420.41.63; 605-53270 $339.66; 0605-53280 $762.35; 0605-53300 $1485.67; 0605-53200 $1.46

FUND 0684: 684-53230 $6,201.10

Background Information:
See attached claims summary.

Tehama County Sanitation District No. 1 Claims

FUND	Claimant	Description	Account	Amount
January 2026 Payments				
605	PACE Engineering	Professional Services Dec 2025	53230	$ 117.50
605	PG&E	TCSD #1 Sewer Pond Electric	53300	$ 258.12
605	Tehama County Public Works	TCSD #1 2nd Qtr Interfund	53230	$ 28,219.61
605	Home Depot Credit Services	Epoxy Measure	53270	$ 48.34
605	Home Depot Credit Services	Manhole Markers	53270	$ 8.02
605	Home Depot Credit Services	Manhole Markers	53280	$ 5.34
605	Home Depot Credit Services	Tools	53270	$ 122.49
605	Frontier Communications	Comm. January 2026	53120	$ 108.76
605	Grainger	Building Maintenance	53180	$ 177.92
605	Pace Analytical Services	Mineral WWTP - Monthly	53230	$ 241.60
605	Barry Gravier Trucking	Snow Removal - Mineral	53230	$ 700.00
			January 2026 Total	**$ 30,007.70**
February 2026 Payments				
605	North Valley Distributing	Pipes	53280	$ 179.53
605	PG&E	TCSD #1 Sewer Pond Electric	53300	$ 271.85
605	USA Bluebook	Plant testing supplies	53280	$ 179.10
605	USA Bluebook	Plant lab supplies	53280	$ 218.95
684	NBS (Local Gov. Solutions)	Bond Assessment Fee Oct- Dec	53230	$ 1,302.40
605	Home Depot Credit Services	Manhole Canopy	53280	$ 149.43
605	Home Depot Credit Services	CCTV Repair	53270	$ 10.72
605	Home Depot Credit Services	CCTV Repair	53180	$ 21.86
605	CAL - CARD	Shop Tools	53270	$ 42.90
605	Frontier Communications	Comm. February 2026	53120	$ 108.76
605	Pace Analytical Services	Mineral WWTP - Monthly	53230	$ 329.60
605	Amazon Business	Tools	53270	$ 48.25
605	Amazon Business	Membership portion	53200	$ 1.46
605	Ferrellgas LP	Propane	53300	$ 372.46
605	Ferrellgas LP	Propane	53300	$ 314.88
605	Barry Gravier Trucking	Snow Removal - Mineral	53230	$ 950.00
			February 2026 Total	**$ 4,502.15**

March 2026 Payments					
605	PACE Engineering	Overbilled - Reversed	53230	$	(117.50)
605	PG&E	TCSD #1 Sewer Pond Electric	53300	$	268.36
684	USDA Rural Development	Water/ Environmental Programs	55430	$	3,596.30
684	NBS (Local Gov. Solutions)	Bond Assessment Fee Apr-Jun 2026	53230	$	1,302.40
605	Home Depot Credit Services	Cleaning Supplies	53140	$	40.82
605	Home Depot Credit Services	Materials for plant	53140	$	8.41
605	Home Depot Credit Services	Materials for plant	53270	$	31.91
605	Home Depot Credit Services	Cleaning Supplies	53140	$	16.10
605	Frontier Communications	Comm. March 2026	53120	$	108.76
605	Pace Analytical	Mineral WWTP - Monthly	53230	$	329.60
605	Amazon Business	Tools/Household	53270	$	27.03
605	Amazon Business	Tools/Household	53140	$	12.99
605	Barry Gravier Trucking	Snow Removal - Mineral	53230	$	1,650.00
605	Mineral County Water District	Water for I & I	53280	$	30.00
			March 2026 Total	**$**	**7,305.18**
				$	**41,815.03**

TCSD #1

Financial Impact for Quarterly Claims

Jan - Mar 2026

Fund 0605		
0605-53120	$	326.28
0605-53140	$	78.32
0605-53180	$	199.78
0605-53270	$	339.66
0605-53230	$	32,420.41
0605-53200	$	1.46
0605-53300	$	1,485.67
0605-53280	$	762.35
	$	**35,613.93**
Fund 0684		
0684-53230	$	6,201.10
	$	**6,201.10**
Total Paid:	**$**	**41,815.03**

Tehama County

Agenda Request Form

File #: 26-0521 **Agenda Date:** 4/28/2026 **Agenda #:** 15.

PUBLIC WORKS / SOCIAL SERVICES

Requested Action(s)
a) Request approval of retirement awards to the following employees in recognition of their many years of faithful and dedicated service to the County of Tehama:

PUBLIC WORKS
1. John David Branscomb

SOCIAL SERVICES
1. Lupe Massie
2. Carol Backus

Financial Impact:
None

Background Information:
None

Tehama County

Agenda Request Form

File #: 26-0607 **Agenda Date:** 4/28/2026 **Agenda #:** 16.

TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)
a) RESOLUTION - Request adoption of a Resolution approving the District's participation in the Carl Moyer State Reserve Program for Year 28, and authorize the Air Pollution Control Officer to sign the Year 28 Carl Moyer application

Financial Impact:
This application was submitted for up to $100,000. If the District receives the maximum amount requested, approximately $85,000 would be available for projects and $15,000 would be available for implementation of the program.

Background Information:
The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) provides monetary grants for the incremental cost of cleaner than required technology. While the California Air Resources Board (CARB) is responsible for developing the Carl Moyer Program Guidelines, the participating California Air Pollution Control Districts, and Air Quality Management Districts (air districts) are in charge of administering the program.

Section 44286(d) of the Health and Safety Code (HSC) gives CARB the authority to reserve up to 10% of Carl Moyer Program funding to directly fund any project that is a covered source and is described in Section 44281. CARB reserves the sole authority to distribute this State Reserve funding.

For FY 25/26, State Reserve funds have been directed toward all Moyer eligible zero-emission project categories. As California pushes for zero-emission equipment in all sectors, and some of CARB’s regulations are beginning to require zero-emission equipment, it was determined that all categories would benefit from additional funding dedicated to zero-emission equipment. Examples of zero-emission equipment that are eligible for replacement include electric vehicle charging stations, alternative fueling stations, stationary agricultural pumps, and lawn and garden equipment.

Fiscal Year 2025-2026
Moyer Year 28

Carl Moyer Program State Reserve Project Solicitation

Open to Air Pollution Control Districts and Air Quality Management Districts

California Air Resources Board

February 13, 2026

BACKGROUND

The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program) provides monetary grants for the incremental cost of cleaner than required technology. While the California Air Resources Board (CARB) is responsible for developing the Carl Moyer Program Guidelines, the participating California air pollution control districts and air quality management districts (air districts) administer the program according to local priorities. Section 44286(d) of the Health and Safety Code (HSC) gives CARB the authority to reserve up to 10% of Carl Moyer Program funding to directly fund any State Reserve project that is a covered source and is described in Section 44281. CARB reserves the sole authority to distribute State Reserve funding to the air districts.

As California pushes for zero-emission equipment in all sectors, and some of CARB's programs are beginning to require zero-emission equipment, it was determined that all categories would benefit from additional funding dedicated to zero-emission equipment. Therefore, consistent with Fiscal Year (FY) 2024-2025 State Reserve funds, FY 2025-2026 will be directed toward all Moyer eligible zero-emission equipment and vehicles, and infrastructure projects that provide fuel or power to covered sources. Furthermore, additional flexibility will be provided to fund Chapter 8: Light-Duty Vehicles of the 2024 Carl Moyer Program Guidelines for air districts that currently have a Clean Cars 4 All (CC4A) program to facilitate zero-emission vehicle (ZEV) as replacement with other funding sources.

ELIGIBLE APPLICANTS

Air districts that are willing and able to administer zero-emission projects under the Carl Moyer Program Guidelines must meet the requirements listed below to be eligible to apply for this State Reserve Project Solicitation.

1. Current Active Grant: The air district has a fully executed and active grant agreement to implement the regular Moyer Program for the current fiscal year (FY 2025-2026).

2. Liquidation: The air district has met their fiscal and administrative milestones, including liquidation deadlines on or before June 30, 2025.

ELIGIBLE PROJECTS

Eligible projects are open to all zero-emission equipment and vehicles eligible and infrastructure projects that provide fuel or power to covered sources under the Carl Moyer Program Guidelines. All projects must be eligible in accordance with the Carl Moyer Program Guidelines.

Air districts that currently have a CC4A program should prioritize the use of the FY 2025-2026 State Reserve funds to supplement ZEV incentives to support those programs. Projects supporting a CC4A program should be in accordance with Chapter 8: Light-Duty Vehicles of the 2024 Carl Moyer Program Guidelines and may be stacked with other sources to supplement ZEV incentives replacement. The FY 2025-2026 State Reserve can provide a maximum amount of up to $3,000.00 per vehicle replaced. Any future changes or updates to the 2024 Carl Moyer Program Guidelines may potentially supersede the maximum allowable funding per vehicle amount.

AVAILABLE FUNDING

In FY 2025-2026, CARB has approximately $12.35 million for State Reserve projects. The funding has been allocated toward Moyer eligible zero-emission equipment and vehicles, as well as infrastructure projects that provide fuel or power to covered sources, with the added flexibility to support CC4A projects. If there are not sufficient applications to encumber funds, at CARB's discretion, the Executive Officer may reallocate the funds to other Moyer eligible projects. In this scenario, air districts must demonstrate that they solicited the public for applications and did not receive any or enough interest to fund the project category. Demonstration of project solicitation does not guarantee additional category flexibility.

AIR DISTRICT REQUIREMENTS TO PARTICIPATE

To participate, the air district must agree and obtain a signed board resolution or board minute order that states the air district is able to:

1. Receive and expend FY 2025-2026 funds toward Moyer eligible zero-emission equipment with the added flexibility to support CC4A projects per Carl Moyer Program Guidelines, as applicable.

2. Comply with current and any future approved Carl Moyer Program Guidelines, mail-outs/advisories, and other written guidance by CARB.

If an air district is unable to provide a signed board resolution or board minute order at the time of application, the air district must indicate on the application the scheduled board date, while considering any applicable timing mentioned in the Carl Moyer Program Guidelines. Should an air district require additional time to obtain a board resolution or board minute order beyond the application due date specified in this solicitation or require a model resolution, please contact the State Reserve administration lead for additional assistance.

ALLOCATION AND APPLICATION PROCESS

State Reserve FY 2025-2026 funds will go toward the replacement of eligible zero-emission equipment and vehicles, and infrastructure projects that provide fuel or power to covered sources, with the added flexibility to support CC4A projects. Allocations will be calculated based on the formula described in HSC Section 44299.2 and the number of air districts that apply. Participating air districts will be awarded a **minimum amount of $50,000.00** and are not required to provide match funding. An air district applying for State Reserve FY 2025-2026 funds must agree and meet the air district requirements to participate and submit a complete and accurate application, which CARB will review to determine an air district's eligibility to receive funds. Administration fees will be included in the final grant award in accordance with HSC Section 44299.1.

The State Reserve application must be completed, signed by the air district, and returned to CARB **no later than February 27, 2026**. Air districts must send completed applications by email to *MSCDGrants@arb.ca.gov* and include their Moyer liaison upon submission.

GRANT AWARD AND DISBURSEMENT OF FUNDS

When application review is completed, successful air districts will be notified via email. A grant award will be made through a Grant Agreement between CARB and the participating air districts. To fully execute the Grant Agreement and encumber the funds, CARB will send the air district the Grant Agreement coversheet and general terms and conditions for review and approval. The air district must return the full Grant Agreement to include the signed coversheet and Grant Terms and Conditions by the CARB assigned due date.

Once the Grant Agreement has been fully executed by both parties and all requirements have been met, including a signed board resolution or board minute order, air districts may request up to full grant award in the initial disbursement. The signed board resolution or board minute order must provide air district board approval, broad or specific, to participate in the FY 2025-2026 State Reserve program. Payments will be made upon CARB's receipt and approval of the participating air district's grant disbursement request.

At CARB's discretion, funds may be allocated to other Moyer Program eligible projects, subject to CARB concurrence via written/electronic approval, or if deemed necessary, a grant amendment. Requests to spend funds on other Moyer Program eligible projects must be submitted by **June 30, 2032**, two years prior to the liquidation deadline. Any such request must demonstrate a reasonable effort to have used the funds for FY 2025-2026 State Reserve eligible projects. Reasonable effort includes, but is not limited to, issuing project solicitations in a timely manner, allowing sufficient time for applicants to apply for project funds, conducting outreach efforts to find interested applicants, and timely review of project applications. If, despite these efforts, there are not enough eligible project

applications to encumber and liquidate the air district's allocated State Reserve funds by the liquidation deadline, reasonable efforts may also involve reissuing project solicitations, reposting announcements, or taking additional actions to encourage more applicants if the first solicitation period is unsuccessful.

All FY 2025-2026 State Reserve funds must be liquidated no later than **June 30, 2034**.

MONITORING AND REPORTING REQUIREMENTS

The air district must follow all monitoring and reporting requirements as stated in the 2024 Carl Moyer Program Guidelines.

CONTACT PERSON

For questions about the application process, please contact the State Reserve administration lead, Mia Hunt, via email at *mia.hunt@arb.ca.gov*. For general inquiries about the Carl Moyer Program, please email *moyerhelp@arb.ca.gov*.

State of California
California Environmental Protection Agency
California Air Resources Board

State Reserve Project Application

MSCD/ITAB-152 (REV. 03/2025) Page 1 of 2

The California Air Resources Board must receive this application by the due date specified in the Solicitation (Carl Moyer Program - State Reserve Solicitation | California Air Resources Board).

Send the Air District's signed application to MSCD Grants at MSCDGrants@arb.ca.gov with a CC to your Air District Moyer Liaison.

Section 1: State Reserve Funds Requested

Mover Year:	Fiscal Year:	Amount Requested:
Moyer Year 28	Fiscal Year 25-26	100000

Section 2: Air District Information

Air District Name: Tehama County APCD	
Street Address: 1834 Walnut St	City/Zip: Red Bluff, 96080
Contact Person: Jospeh Tona	Telephone Number: 530-527-3717 x101
Email Address: jtona@tehcoapcd.net	
The address provided above matches the address provided on the Air District's Data Record. Form (STD 204) or Government Agency Tax Payer ID Form: ☑ Yes ☐ If no, the Air District will be submitting a corrected STD. 204 or Government Agency Tax Payer ID Form to CARB.	

Section 3: Board Resolution or Board Minute Order (BMO)

An Air District should not submit a completed application if the district does not have approval/authority from their governing board or is not scheduled to go before their governing board to participate.

Check one box and complete the date (if applicable):

☐ This application has been duly approved and authorized by the Air District governing board of the applicant, as specified in the attached resolution/BMO.

☑ This application is scheduled to go before the Air District Board.

Date scheduled to go before the Air District Board: 04/07/2026

State Reserve Project Application

Section 4: Program Administration

Check the box with the percentage for program administration that best applies to the Air District. If the Air District wishes to request a program administration grant percentage lower than the 12.5% or 15% allowed under 2024 Carl Moyer Program Guidelines (Chapter 3 Section L), check last box and enter the percentage.

☐ 12.5% (Air District with one million or more inhabitants)

☑ 15% (Air District under one million inhabitants)

☐ The Air District requests program administration funds be included in this grant at a lower portion than allowed by the 2024 Carl Moyer Program Guidelines. Percent of the total grant:

Section 5: Air District Carl Moyer Program Guideline Requirements

As an Air District participating in State Reserve, I agree to follow the applicable Carl Moyer Program guideline requirements, which include but are not limited to:

☑ Obtaining Board approval to run the Carl Moyer Program. Board approval is not necessary for each individual project.

☑ Air districts shall not limit operation to an individual Air District's boundaries.

☑ Air districts shall not impose stricter requirements than those set in the Carl Moyer Program guidelines.

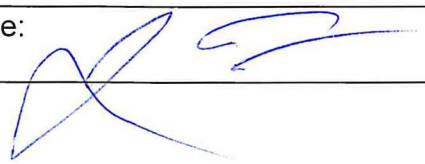
Section 6: Air District Contact Information

Air District Air Pollution Control Officer: Joseph Tona	Telephone Number: 530-527-3717	Email Address: jtona@tehcoapcd.net
Air District State Reserve Manager: Devin Pike	Telephone Number: 530-527-3717	Email Address: dpike@tehcoapcd.net

Section 7: Air District Air Pollution Control Officer/Executive Officer Approved Signature

To the best of my knowledge and belief, the information in this application is true and correct. The Air District confirms that an up-to-date Carl Moyer Program District Policies and Procedures Manual, based on current Carl Moyer Program Guidelines, is maintained at the Air District office.

Printed Name: Joseph Tona	Date: 02/27/2026
Signature:	



E-Contract Review
Approval as to Form

Department Name: Air Pollution Control District

Vendor Name: Board of Directors

Document Description: Resolution for Carl Moyer Program Attainment Reserve Program

APPROVED AS TO FORM:

Date: 4/8/26

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

RESOLUTION _____
BEFORE THE TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT BOARD OF DIRECTORS
APPROVE CARL MOYER AIR QUALITY STANDARDS ATTAINMENT PROGRAM FISCAL YEAR 2025/26 (YEAR 28) APPLICATION

WHEREAS, California Health and Safety Code sections 44275-44299.2 authorize the California Air Resources Board (ARB) to allocate Carl Moyer Program (CMP) funds to local air quality districts to provide financial incentives to both the public and private sectors to implement eligible projects to reduce emissions from on-road, agricultural, and off-road engines;

WHEREAS, the Tehama County Air Pollution Control District (District) has successfully implemented Carl Moyer Program projects in past years to reduce emissions and improve air quality in Tehama County and seeks to continue to reduce emissions through clean air incentive projects;

WHEREAS, the District commits to participate, accept funds, and follow the requirements of the CMP State Reserve; and

WHEREAS, the Board of Directors (Board) authorizes the Air Pollution Control Officer or designee to sign program documents on behalf of the Board,

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby:

(1) Approves the District's participation in the "Carl Moyer Air Quality Standards Attainment State Reserve Program," and the acceptance of CMP funds allocated and awarded to the District for eligible projects and project implementation in accordance with the legislative and applicable program requirements;

(2) Approves the CMP Application, as presented in the attachment to this resolution;

(3) Authorizes participation in the Fiscal Year 25/26 CMP State Reserve Program;

(4) Authorizes the Air Pollution Control Officer to enter into contracts or grants with other California air quality districts to transfer funds to other districts or accept CMP funds through inter-district transfers as necessary; and

(5) Authorizes and empowers the Air Pollution Control Officer to execute on behalf of the District grant agreements with CARB and all other necessary documents to implement and carry out the purposes of this resolution.

The foregoing resolution was offered on a motion by Director _____, seconded by Director _____ and adopted by the following vote of the Board.

AYES:

NOES:

ABSENT OR NOT VOTING:

STATE OF CALIFORNIA)

COUNTY OF TEHAMA)

I, Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control Board of the County of Tehama, State of California, hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by said Air Pollution Control District Board on the __ day of _____, 2026.

Dated: This _____ day of _____, 2026.

Sean Houghtby, County Clerk and ex-officio Clerk of the Air Pollution Control District Board of the County of Tehama, State of California

by_____

Deputy

Tehama County

Agenda Request Form

File #: 26-0546 **Agenda Date:** 4/28/2026 **Agenda #:** 17.

AUDITOR-CONTROLLER - Auditor-Controller Krista Peterson

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chairman to sign the Agreement with LSL, LLP, for the purpose of providing professional audit services with an amount not to exceed $442,420, effective 6/30/26 and terminating 6/30/30

Financial Impact:
The cost for audit services will be $442,420. Funds will be requested for each fiscal year within the Professional County Services (1105) budget.

Background Information:
A countywide audit is required in order to comply with the provisions of the Federal Single Audit Act of 1984, the U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, and California Government Code § 25250.

The County's current contract for independent audit services is complete with finalization of the 2024/25 financial statements. In accordance with County procurement policies, an RFP for Audit Services was developed and publicly released to solicit qualified firms with demonstrated experience in governmental auditing, including compliance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GASB).

A total of five proposals were received and evaluated by a review committee comprised of County staff with relevant financial and administrative expertise. The evaluation process included a comprehensive review of each firm's qualifications, technical approach, experience with similar public sector entities, proposed staffing, and cost structure. Following the initial scoring, the committee conducted interviews with all five firms to further assess their understanding of the County's needs, communication approach, and overall fit.

Based on the results of the written proposals and interviews, LSL, LLP was identified as the top-ranked proposer and determined to be the best fit for the County's audit service needs. The firm demonstrated strong technical expertise, a clear and thorough audit approach, and significant experience working with comparable governmental agencies. Staff is therefore recommending that the Board authorize moving forward with Firm LSL, LLP for the provision of audit services.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND LSL, LLP

This agreement is entered into between the County of Tehama ("County") and LSL, LLP ("Consultant") for the purpose of professional audit services as required to comply with Federal regulations under the Single Audit Act of 1984.

1. **RESPONSIBILITIES OF CONSULTANT**

During the term of this agreement, Consultant shall provide auditing services to the County of Tehama for five fiscal years, June 30, 2026, through June 30, 2030. The County's fiscal year is July 1 through June 30. The audit shall be prepared in accordance with generally accepted auditing standards as set forth by the U.S. Government Accountability Office's Government Auditing Standards, the Governmental Accounting Standards Board (GASB), and the American Institute of Certified Public Accountants, and shall be conducted as described in the "County of Tehama Request for Proposal, Audit Services for the Annual Financial Statements and Single Audit," attached hereto as Exhibit B, and the Proposal submitted by Consultant, dated March 2, 2026, attached hereto as Exhibit C.

2. **RESPONSIBILITIES OF THE COUNTY**

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

County shall locate and make available to Consultant any and all accounting records, invoices and any other documents necessary to allow for the successful completion of the contracted audit services.

3. **COMPENSATION**

For all services rendered under this agreement, Consultant shall be paid an all-inclusive flat fee of:

a. $80,040 for fiscal year ending June 30, 2026;

b. $80,040 for fiscal year ending June 30, 2027;

c. $80,040 for fiscal year ending June 30, 2028;

d. $84,050 for fiscal year ending June 30, 2029;

e. $88,250 for fiscal year ending June 30, 2030.

The total amount payable under this agreement shall not exceed $442,420. Consultant shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Consultant shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, unless an additional major program audit is required, and Consultant agrees that County has no obligation, whatsoever, to compensate or reimburse Consultant for any expenses, direct or indirect costs, expenditures, or charges of any nature by Consultant that exceed the flat fee amount set forth above, unless an additional major program audit is required. Should Consultant receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4. **BILLING AND PAYMENT**

For each fiscal year. County will pay up to 90% of the amount due Consultant as progress payments. Billings shall be submitted no more frequently than monthly and shall be based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. The remaining portion of that year's flat fee shall be paid to the Consultant after the satisfactory completion of the duties described in Section 1 for that year and after submittal of a final invoice for that year by Consultant. The granting of any progress payment or the receipt thereof by Consultant shall not constitute acceptance of the work or any portion thereof. County shall make payments hereunder within 30 days of receipt of Consultant's itemized invoice in accordance with this Section, provided that the services have been satisfactorily completed.

5. **TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate upon successful completion of Consultant's responsibilities for the fiscal year ending June 30, 2030, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

If Consultant fails to perform his/her duties to the satisfaction of the County, or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Consultant 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 Consultant. Either party may terminate this agreement on 30 days' written notice.

County shall pay Consultant 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. In the event that this agreement is terminated for any reason, Consultant shall be paid only the prorated portion of the flat fee earned prior to termination. Should this contract be terminated, Consultant shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Consultant pursuant to the agreement.

The County's right to terminate this agreement may be exercised by the Chief Administrator.

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. Consultant 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. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant 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 Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Consultant 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 Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Consultant shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Consultant 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 Consultant's "independent Consultant" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment. Consultant's duty to indemnify and hold harmless Agency shall not extend to the Agency's sole or active negligence.

11. **INSURANCE**

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

12. **STANDARDS OF THE PROFESSION**

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

13. **NON-DISCRIMINATION**

Consultant 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 SB1383 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Consultant 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 Consultant under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

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

17. AUTHORITY

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

18. **NOTICES**

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

If to County:	Tehama County Administrative Office 727 Oak Street Red Bluff, CA 96080
If to Consultant:	LSL, LLP Brandon Young 500 Technology Dr., Ste. 350 Irvine, CA 92618 (916) 503-9691

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

19. **NON-EXCLUSIVE AGREEMENT**

Consultant 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 Consultant, or to perform such services with County's own forces, as County desires.

20. **EXHIBITS**

Consultant shall comply with all provisions of Exhibits A through C, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the agreement shall take precedence. In the event of a conflict between the provisions of Exhibit "B" (Request for Proposal) and the provisions of Exhibit "C" (Consultant Proposal), the provision of Exhibit "B" shall take precedence.

21. **LIQUIDATED DAMAGES**

The parties hereto acknowledge that if the services described in Section 1 are not completed successfully by March 15th following the end of each fiscal year, the County shall suffer damage

caused by diminishment of the County's financial rating and potential ineligibility to receive State and Federal funding for County programs. The parties agree that it is extremely difficult and impractical to determine and fix the actual damages that the County will sustain should the Consultant fail to successfully complete the services described in Section 1 by March 15th of each year. The parties hereto agree that should Consultant fail to successfully complete the services described in Section 1 by March 15th and, unless the agreement has been previously terminated in accordance with Section 7, Consultant and its sureties shall be liable for and shall pay to the County the sum of $250.00 (two hundred fifty dollars) as liquidated damages for each and every calendar day beyond March 15th until the services described in Section 1 are successfully completed. If Consultant's performance is delayed by one of the following, Consultant shall not be liable for liquidated damages for the duration of such delay:

a. Impossibility of performance

b. Material breach of the County's obligation under Section 2 of this agreement

c. At the request of the County

The parties expressly acknowledge and agree that the aforementioned amount of liquidated damages represents the result of a reasonable endeavor by the parties to estimate a fair average compensation for any loss that may be sustained by the County, and that this amount does not constitute a penalty.

The County shall have the right to apply any and all liquidated damages for which Consultant is liable hereunder to the balance owed Consultant and to offset and deduct those liquidated damages from any monies otherwise payable to Consultant.

22. **LICENSING OR ACCREDITATION**

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

23. **RESOLUTION OF AMBIGUITIES**

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

24. **NO THIRD PARTY BENEFICIARIES**

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

25. **HAZARDOUS MATERIALS**

Consultant shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Consultant, or any of its SubConsultants, in connection with the services on County property. Consultant 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 Consultant, or any of its SubConsultants, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Consultant may be exposed to while on County property.

26. **HARASSMENT**

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

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

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a

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

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

COUNTY OF TEHAMA

Date: _____

_____
Chair, Board of Supervisors

LSL, LLP

Date: April 8, 2026

_____
Representative

_____
Vendor Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONSULTANT

Consultant 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 Consultant, his/her agents, representatives, employees or subConsultants. At a minimum, Consultant 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 Consultant has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Consultant and Consultant'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 (Consultant/Professional services standard agreement only)
If Consultant is a state-licensed architect, engineer, Consultant, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Consultant 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 Consultant maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Consultant.

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 Consultant's liability to County and will be the sole responsibility of Consultant.

Primary Insurance Coverage

For any claims related to this project, Consultant'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 Consultant'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

Consultant'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. Consultant shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

SubConsultants

Consultant shall require and verify that all subConsultants maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Consultant 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 Consultant resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance.

Policy Obligations

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

Verification of Coverage

Consultant 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 effecting the coverage required by these specifications at any time.

Exhibit B

COUNTY OF TEHAMA

REQUEST FOR PROPOSALS (RFP)

AUDIT SERVICES FOR THE ANNUAL FINANCIAL STATEMENTS AND SINGLE AUDIT

Proposals to be submitted to:

Arminda Searcy, Administrative Analyst
Tehama County Administration
727 Oak Street
Red Bluff, CA 96080

By

5:00 P.M. PST Monday, March 2, 2026

A. Project Background and Description

The County of Tehama is requesting proposals from qualified firms of certified public accountants to audit its financial records for up to three fiscal years, June 30, 2026, through June 30, 2028, with an option by the County to extend the contract for one or two additional years.

The audit shall be conducted according to generally accepted auditing standards, as set forth by the U.S. Government Accountability Office's Government Auditing Standards, Governmental Accounting Standards Board (GASB), and the American Institute of Certified Public Accountants, in compliance with the provisions of the Federal Single Audit Act, the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations*, and California Government Code section 25250. The complete scope of work is expressed within this document.

Proposals must be received by ***5:00 p.m. on Monday, March 2, 2026***.

B. General Information

The County of Tehama is a charter county. The governing body is a five member Board of Supervisors. The Board is responsible for the executive and legislative activities of the County.

A County Chief Administrator is appointed by, and reports to, the Board of Supervisors. Departmental units of the County government are under the direction of elected officials or appointed department heads. The County departments are housed in multiple locations in the cities of Red Bluff and Corning, and the communities of Los Molinos and Gerber.

The Auditor-Controller, an elected official, is the chief financial officer of the County. Accounting records and financial statements are maintained by the Office of the Auditor-Controller.

Generally, the County of Tehama adheres to accounting principles, standards and procedures prescribed by the California State Controller's Office as set forth in the Accounting Standards and Procedures for Counties manual, which in turn generally conforms to the National Council on Governmental Accounting's Statement No. 1 for financial statement presentation; however, daily accounting activity transactions are posted on a cash basis. At year-end, schedules are prepared to convert cash basis to an accrual basis for the general, special revenue and fiduciary type funds. All agency funds are accounted for on an accrual basis.

County funds currently governed by the Board of Supervisors are as follows, although, new funds are occasionally added:

- General Fund
- 15 Non-Major Special Revenue Funds
- 5 Major Special Revenue Funds

- 1 Proprietary Fund
- 4 Internal Service Funds
- Debt Service Fund
- Capital Projects Fund
- Misc. Trust and Agency Funds
- General Fixed Asset
- General Long Term Debt Account Groups

The County's fiscal year is July 1st through June 30th.

In fiscal year 2024/25 the County had an annual countywide budget of $280,495,957 with $55,220, 082 budgeted for gross salary payroll for 917.7 full time equivalent employee positions.

The County's annual budget book and the Audit Report for Fiscal Year 2024/25 are available upon request (audit report will be available after February 28, 2026).

The fund accounting system is a Central Square Finance Enterprise software product, which is shared by the Auditor and Treasurer and includes a Human Resource module for Personnel and Payroll.

C. Scope of Work

The County of Tehama must comply with the provisions of the Federal Single Audit Act of 1984 and the U.S. Office of Management and Budget (OMB) Circular A-133. The independent auditor must obtain an understanding of internal control over the financial reporting and compliance, sufficient to express an opinion on the financial statements, and determine whether the County has complied with laws, regulations, and provisions of contract and grant agreements.

In addition to working closely with the County Auditor-Controller's staff, the independent auditor will be required to coordinate with the County's federal cognizant audit agency and the California State Controller's Office to ensure that the requirements of the Single Audit are met.

The scope of work required shall include the following components:

1) <u>County's Basic Financial Statements</u>

   As part of the audit, the independent auditor will ensure that the County financial statements and related notes are prepared in accordance with generally accepted accounting principles and presented in accordance with the financial reporting model as described in Government Accounting Standards Board (GASB) Statement No. 34. The County will review, respond and approve the draft report and financial statements prior to their issuance.

This phase of the audit must also satisfy California Government Code section 25250.

2) Schedule of Expenditures of Federal Awards

Under this section, the independent auditor will be required to:

- Prepare and determine whether the schedule is presented fairly in all material respects
- Obtain an understanding of internal control over financial reporting and compliance sufficient to express an opinion on the financial statements
- Determine whether the County has complied with laws, regulations and provisions of contract or grant agreements

3) California State Office of Emergency Services and Board of Corrections

Report on schedule of County expenditures of California State Office of Emergency Services (OES) and Board of Corrections (BOC) awards.

The independent auditor must obtain an understanding of internal control over the financial reporting and compliance, sufficient to express an opinion, and determine whether the County has complied with laws, regulations, and provisions of contract and grant agreements.

4) Appropriation Limitation Calculation

The independent auditor shall review the annual calculation of the appropriations limit to determine County compliance under Section 1.5 of Article XIII B of the California Constitution.

In addition to the above scope of work, the selected contractor shall agree to the following terms and conditions:

The independent auditor shall have access to and will be permitted to use figures, tabulations, statistical schedules and other data prepared by the County Auditor-Controller's Office, but neither the County Auditor-Controller nor any member of his staff shall be employed by the independent auditor in connection with the audit, nor will they perform any service other than the performance of their regular duties.

The independent auditor shall hold their findings and reports, and any information whatsoever received from the County, as confidential, and shall provide such findings and reports only to the County Board of Supervisors, Auditor-Controller, Chief Administrator and Administrative Services Director unless otherwise required by law.

Delivery of the draft audit report will be on or before February 15th of each year. Delivery of the final audit report will be on or before March 15th of each year. The independent auditor will supply the County with as many copies of the audit reports as may be required, and shall submit required audits to the California State Controller's Office and grantors as requested. An electronic version of all final reports will be made available to County no later than March 15th of each year.

Because the County may suffer damage caused by diminishment of the County's financial rating and potential ineligibility to receive State and Federal funding for County programs should the independent auditor fail to timely and successfully complete the Scope of Work, the independent auditor will be liable for and pay to the County the sum of $250.00 (two hundred fifty dollars) as liquidated damages for each and every calendar day beyond March 15th, until the services are successfully completed, unless the independent auditor's performance is delayed by impossibility of performance or material breach of the County's obligations.

D. Questions

Please direct all questions regarding this RFP in writing via email to Arminda Searcy at asearcy@tehama.gov. The deadline to submit questions is February 6, 2026; therefore, questions received after this date will not be answered. Questions will be answered by addenda to all recipients of the original RFP by February 13, 2026.

***The respondent is solely responsible for providing their e-mail address to the County*.** All respondents are bound by the addenda, whether or not actually received by the respondent.

E. Submission of Proposal

1. ***Submittal Requirements:*** One (1) electronically signed, complete Proposal by **Monday, March 2, 2026, at 5:00 p.m. PST**. Proposal must be electronically signed by the authorized employee or agent in order to be considered. Proposals must be submitted in PDF format and must be submitted electronically to asearcy@tehama.gov and kpeterson@tehama.gov containing a subject line of "**PROPOSAL RE: TEHAMA COUNTY AUDIT SERVICES**".

2. ***Content of Proposal***: For ease of review and to facilitate evaluation, the following information shall be included in the proposal package in order to be considered responsive. All items should be organized in accordance with and in order of the direction provided below:

   a) Letter of Introduction (Optional):
   Letter of Introduction on company letterhead.

   b) Approach and Methodology:
   State general methodology and describe resources to be used in accomplishing each major task as set forth in the Scope of Work above. This proposal should demonstrate

a clear understanding of the nature of work to be performed under the agreement and it's relation to the County's needs. Each major task area should be addressed separately.

c) Professional Qualifications and Experience:
A statement of your firm's background and experience in providing auditing and management consultant services to California counties and county agencies, and provide references from other California counties.

d) Staffing:
A declaration of your firm's ability and willingness to commit and maintain staffing, both number and level, to successfully complete a commitment of this size and detail.

e) Key Personnel:
Names and titles of key individuals to be assigned to the audit along with a statement of qualifications of the key individuals including their experience in auditing of California counties, auditing in general, and any specialized expertise such individuals might have which is applicable to this engagement.

f) Proposals as Part of a Professional Services Agreement:
The contents of the proposal submitted by the successful firm and accepted by the County will become part of the successful proposer's contractual obligations and will be included in the professional services agreement with Tehama County. The successful firm shall be required to execute an agreement on the County's approved form. A draft of this agreement is included with this RFP as "Attachment "A": Sample Agreement / Insurance Requirements." The agreement is subject to the satisfactory negotiation of terms, approval of the County Board of Supervisors and the annual availability of an appropriation.
As set forth in the Standard Form of Agreement, the selected independent auditor will be required to provide the County a certificate of insurance as evidence of insurance protection. Independent auditor shall also provide and maintain an errors and omissions liability policy (also known as professional liability). The Standard Form of Agreement requires single limits of liability not less than $1,000,000 per claim and $2,000,000 aggregate.

g) Litigation/Arbitration/Termination in the last seven (7) years:
If any of the agreement signatories have been a party in any litigation, mediation, arbitration with an owner, or if they have been terminated for cause, describe each event in detail and indicate the final results. Additional backup may be included in an Appendix.

h) Fee Schedule:

A statement of your estimated time and proposed cost schedule presented in a format similar to the following ***for each fiscal year***:

Classification	Hourly Rate	Estimated Hrs
Auditor, Partners, Managers		
Supervisors		
Senior Accountants		
Semi-Senior/Junior Accountants		
Clerical and Report		

Cost Schedule

1. County's Basic Financial Statements _____
2. Schedule of Expenditures of Federal Awards _____
3. California State Office of Emergency Services and Board of Corrections _____
4. Appropriation Limitation Calculation _____

Total Proposed Cost for FY ending: _____ _____

All phases of the audit services must be included in the proposal, as the County finds it desirable to retain one auditor to satisfy all of the County's needs.

i) Additional Information:
Include any other information you believe to be pertinent but not required.

F. Selection Process

It is the County's intent to select the firm with the best qualifications and is the most favorable overall to the County's interest. This determination will be made by the County in its sole discretion.

1. All submittals received by the specified deadline in Section E(1) will be reviewed by an evaluation committee to determine which firms will be selected for further consideration.

2. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a submittal which would subject those employees to the prohibition of Sections 1090 and 87100 of the Government Code. Any person or business entity submitting a submittal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the submittal.

3. The County may, during the evaluation process, request from any respondent additional information which the County deems necessary to determine the respondent's ability to perform the required services. If such information is requested, the respondent shall be permitted three (3) working days to submit the information requested.

4. At the discretion of the County, the highest rated firms will be recommended for further evaluation. Interviews of these firms may be conducted as part of the final selection, but the County reserves the right to eliminate the interview portion of this process.

5. The County reserves the right to select the firm which, in its sole judgment, best meets the needs of the County. ***The order of ranking or lowest proposed cost is not the sole criterion for recommending contract award.***

6. The firms selected by the evaluation committee will be recommended to the Board of Supervisors, but the Board is not bound to accept the recommendation or award any contracts to the recommended firms.

G. Tentative Selection Schedule

Date	Event
January 13, 2026	Publication of RFP
February 6, 2026	Clarifying questions due to County
February 13, 2026	Response to clarifying questions issued by County
March 2, 2026 5:00 P.M. PST	Independent auditor's proposals due to County
March 6, 2026	County to complete evaluation of proposals
March 11-18, 2026	Interviews conducted, if necessary
March 18, 2026	County to select independent auditor
March 31, 2026	Agreement presented to Board of Supervisors for approval to be effective upon approval

H. General Information

1. County's Rights, Options, and Policies

   a) The County reserves the right to modify, postpone, or cancel this RFP at any time and/or reject any and all submissions without indicating any reason. No RFP documents will be returned.
   b) The County reserves the right to reject individual team members, firms, consultants and/or request substitutions(s). The County reserves the right to terminate the consultant agreement if the proposed individual(s) is changed after selection and/or following the award of the consultant agreement.
   c) No compensation is offered for any of the work related to this selection process. The submissions are entirely voluntary. All original documents, including electronic files, become the property of the County.
   d) All proposals received in response to this RFP may become public records under the laws of the State of California and the Public may be given access to them after the formal selection process has been completed.

2. Duration of RFP; Cancellation of Awards; Time of Essence

   a) All submittals will remain in effect for at least ninety (90) days after submission deadline.
   b) The selected consultant will be required to execute an agreement with the County for the services requested within sixty (60) days of the County's notice of intent to award. If agreement on terms acceptable to the County cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms, it appears that an agreement will not be possible, as determined at the sole discretion of the County, the County reserves the right to retract any notice of intent to award and proceed with awards to other consultants.

3. Withdrawal and Submission of Modified Submittal

   a) A respondent may withdraw a submittal at any time prior to the submission deadline with a written notification of withdrawal signed by the respondent or his/her authorized agent. The respondent must, in person, retrieve the entire sealed submission package. Another proposal may be submitted prior to the deadline but may not be changed after the designated submission deadline.

I. Attachments:

Attachment "A": Sample Agreement / Insurance Requirements

ATTACHMENT "A" – SAMPLE AGREEMENT

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND

This agreement is entered into between the County of Tehama, through its Department of -------, ("County") and ---------- ("Contractor") for the purpose of ----------.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall ----------

2) RESPONSIBILITIES OF THE COUNTY

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

3) COMPENSATION

---------- Insert appropriate paragraph from "Compensation, Billing and Payment Standard Paragraphs" (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. ----------

4) BILLING AND PAYMENT

---------- Insert appropriate paragraph from "Compensation, Billing and Payment Standard Paragraphs" (Flat Fee, Fee Schedule or Actual Cost) provided with this agreement. ----------

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate ----------, 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 ----------.

7) ENTIRE AGREEMENT; MODIFICATION

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

8) NONASSIGNMENT OF AGREEMENT

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

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services

shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

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

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit C, "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:

a. If to County: ----------
   i. ----------
   ii. ----------

b. If to Contractor: ----------
   i. ----------
   ii. ----------

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) <u>COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING</u>

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

27) ---------- **OPTIONAL AND ADDITIONAL PARAGRAPHS (See Policy & Procedure, page 5, #D)**, as specifically required by the department and/or circumstances, may be inserted here. If none, delete this paragraph. ----------

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

COUNTY OF TEHAMA

Date: _____ _____

CONTRACTOR NAME (BOLD/CAPITAL LETTERS)

Date: _____ _____

Contractor Number

Vendor Number

Budget Account Number

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

Exhibit C

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 C

PREPARED BY
LSL, LLP
Certified Public Accountants
License Number 2584

PROPOSAL PRESENTED TO

County of Tehama

Audit Services for the Annual Financial Statements and Single Audit

Date of Submission: March 2, 2026

Valid for 90 Days

Authorized by:
Brandon Young, CPA, Partner/ COO
Brandon.Young@lslcpas.com
500 Capitol Mall., Suite 2350
Sacramento, CA 95814
(916) 503 - 9691

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a) Letter of Introduction

March 2, 2026

County of Tehama
Attn: Arminda Searcy, Administrative Analyst
Tehama County Administration
727 Oak Street
Red Bluff, CA 96080

Delivered Via Email: asearcy@tehama.gov; kpeterson@tehama.gov

Dear Evaluation Committee,

LSL, LLP ("LSL") is pleased to present our proposal for Audit Services for the Annual Financial Statements and Single Audit, and we value the opportunity to demonstrate our professional qualifications and commitment to excellence to the County of Tehama ("County").

This proposal details our understanding of the scope of work outlined in the County's RFP and showcases our firm's experience, knowledge, and creative problem-solving capabilities in governmental auditing. We understand that the County of Tehama is seeking a qualified firm to audit its financial records for up to three fiscal years, beginning with the fiscal year ending June 30, 2026, through 2028, with the option to extend for one or two additional years, through 2030.

At LSL, our Government Services team isn't just another department – it's the backbone of our firm. With a robust team of 60+ audit and consulting professionals, we bring decades of experience and highly specialized industry knowledge dedicated to serving state and local governments across the United States. Our expertise has shaped efficient procedures and streamlined work plans that deliver results. With unequaled government experience, we are confident that LSL is the best-qualified accounting firm for the County.

Our government assurance team specializes in high-quality governmental audits aligned with GAAS and current GASB pronouncements. We prioritize accuracy and thoroughness while ensuring timely report delivery. Our commitment to effective collaboration and transparency with the County safeguards the integrity of its financial reporting and compliance with all regulatory requirements.

LICENSE TO PRACTICE IN CALIFORNIA

LSL is a public accounting firm licensed by the State of California Department of Consumer Affairs as a Public Accounting Partnership. Additionally, we are members of the American Institute of Certified Public Accountants (AICPA) and the California Society of Certified Public Accountants (CalCPA). All key members assigned to this engagement are licensed or are in the process of obtaining their license as Certified Public Accountants by the State of California.

INDEPENDENCE

LSL meets the independence requirements set forth by the *Government Auditing Standards*. Our partners have no ownership in any other business organization that currently or will potentially provide services, supplies, materials, or equipment to the County. We annually distribute a listing of our firm's clients to all employees to ensure that any possible independence threats are properly documented and reviewed.

BUSINESS LICENSE

LSL affirms that we will obtain and maintain active business licensure with the County of Tehama upon award of contract.

AUTHORIZED REPRESENTATIVE

Brandon Young is the designated Engagement Partner who will serve as the primary point of contact for this proposal. He is authorized to make representations on behalf of our firm and can be reached directly by phone at (916) 562-1579 or by email at Brandon.Young@lslcpas.com. Please contact Brandon for any clarification or contract negotiations related to this proposal.

We acknowledge receipt of all addenda released by the County and we affirm that our proposal fully aligns with all terms, conditions, and requirements outlined in the County's RFP. Our proposal is a firm and irrevocable offer for ninety (90) calendar days following the closing date of the receipt of proposals.

We welcome the opportunity to discuss any aspect of our proposal to ensure your complete satisfaction.

Sincerely,



Brandon Young, CPA, Partner/ COO
LSL, LLP

b) Approach and Methodology

PROJECT MANAGEMENT METHODOLOGY

The LSL team holds itself to a high standard for timely delivery and effective communication of key milestones. We understand the importance of being responsive and communicative with our clients, and we are committed to being available on a day-to-day basis to address any questions or concerns that may arise throughout the engagement. Areas of concern and potential findings will be communicated to the County as soon as they are discovered to mitigate any surprises throughout the audit.

At the beginning of the engagement, we will hold a planning meeting with you to determine the timeline, expectations, and desired outcome of the agreement on the issuance of financial statements. Throughout the process, we will have periodic meetings with you to provide updates and discuss progress. Upon award of contract and per the County's requested timeline, LSL will work closely with the County to develop an audit plan and timeline to ensure compliance and timely deliverables.

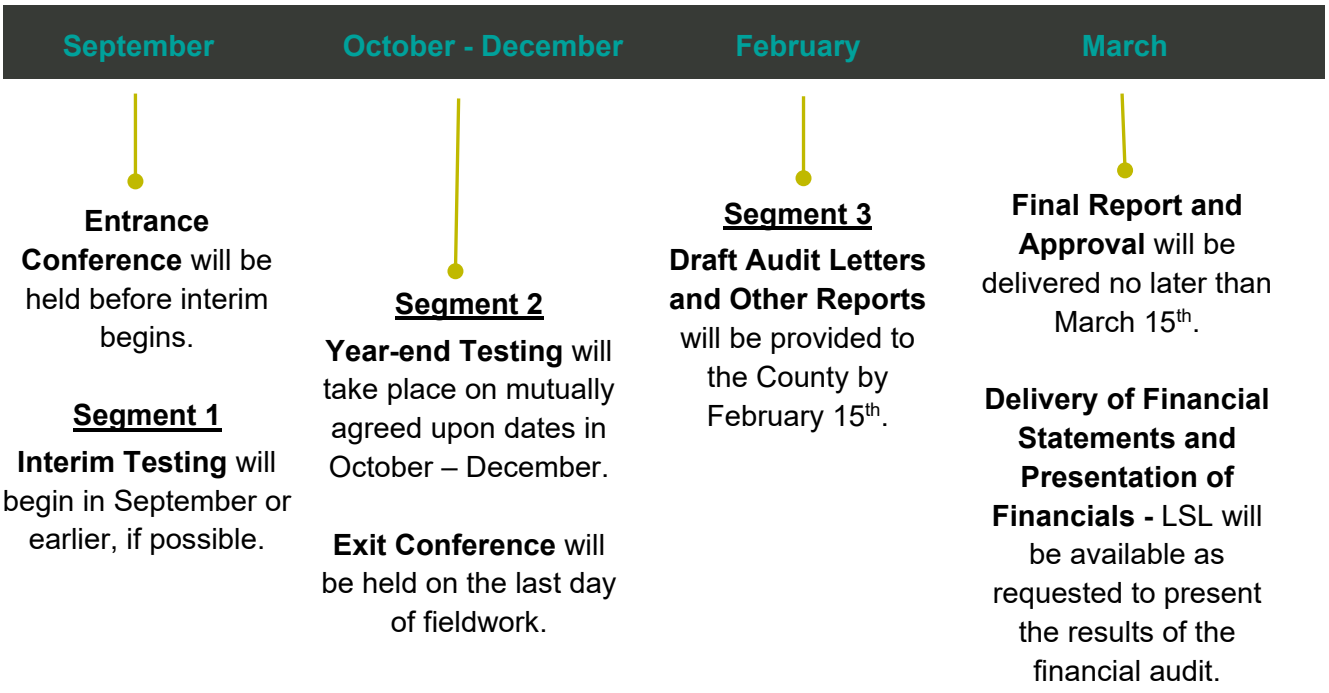
As part of the Scope of Work and time requirements, we assume that the County will provide all necessary information needed to complete the financial statement and single audit, as applicable. We will proactively identify and communicate any pending information from the County that could hinder our ability to complete the objectives of the engagement in a timely manner.

QUALITY MANAGEMENT SYSTEM

LSL's Quality Management System fully complies with the AICPA's Statement of Quality Management Standards No. 1 and showcases our unwavering commitment to excellence in audit and assurance services. Designed to meet and exceed industry standards, our framework integrates robust risk management, ethical compliance, and continuous improvement across every engagement. With clear policies for governance, client relationships, resource allocation, and performance monitoring, our system empowers every team member to deliver reliable, high-quality results. By fostering a culture of transparency, accountability, and innovation, LSL ensures clients receive exceptional service and peace of mind, backed by proven processes and a dedication to quality at every level.

PROJECT SCHEDULE

LSL assumes under the time requirements that the County will have closed its books and will present the LSL team with general ledger balances that are auditable prior to the start of fieldwork. A sample timeline is provided on the following page displaying the key stages of the audit and the deliverables.



PROPOSED WORK PLAN

At LSL, we use a governmental audit program that will be tailored to the County's operations to accommodate its specific circumstances and organizational structure. LSL's audit programs are organized by financial statement category, which we believe is the most effective and efficient approach to substantially reduce the risk of omitting important procedures. Our approach is designed to increase audit efficiency by linking financial statement assertions, audit objectives, and procedures that are basic to most governmental audit engagements.

PROPOSED SEGMENTATION

Our audit services will be divided into the three succeeding segments:

- Segment 1 – Planning and Obtaining an Understanding
- Segment 2 – Financial Audit Testing
- Segment 3 – Conclusion

Segment 1 – Planning and Obtaining an Understanding

LSL will provide an annual audit communication letter, engagement letter, and Government Audit Quality Center Information letter. The audit communication letter is to be provided to the County Council and/or Board of Directors and can be communicated orally to those charged with governance, if requested, where we will discuss planning stages, responsibilities of the County Council and/or Board of Directors, Auditors, and Management, and provide an opportunity to communicate with us as the auditors.

An entrance conference will be scheduled prior to the agreed-upon week of interim testing to ensure that the transition to new auditors is as seamless as possible. Discussions in this meeting include, but are not limited to, an understanding of reports and key milestones for deliverables, prior audit reportable conditions and issues, and "Prepared by Client" (PBC) schedules.

A trial balance is requested for our planning meeting to assist the LSL team in obtaining knowledge of economic conditions, industry elements, and new standards that may affect the County. We will compile a list of PBC items based on our review of the prior year's financial statements and the gathered information that will be provided to the County one month prior to testing or earlier if requested. We operate on a paperless software system and provide a secured cloud-based portal for all clients. The County will have a separate folder that can be customized to organize, and upload requested schedules, support documents, etc.

After interim testing, we will hold an exit meeting to discuss potential weaknesses, if any, and provide feedback for improvements or valuable information gathered from any outside clientele that would benefit the County.

Segment 2 – Financial Audit Testing

Based on the information gathered thus far, we will utilize a customized audit program based on the risk assessment developed during our assessment of the County's internal controls and *Government Auditing Standards*. The primary benefit of a tailored program is a focused set of procedures to address relevant areas. We believe that this approach is both effective and efficient and is critical to compliance with other material laws and regulations.

We will annually compile another customized PBC list for the year-end testing provided at least one month prior or earlier if requested. We will request trial balances from the County for our analytical review to be provided one week before testing is scheduled to commence. Year-end testing will include testing of the balance sheet, revenue and expenditures accounts, confirmation of selected balances, analytical procedures, evaluation of the internal controls, and preparation of reports and letters.

Segment 3 – Conclusion

Based on our year-end exit meeting we will discuss a plan to finalize the financial statements according to the timetable of the County. We will schedule dates for the initial and final drafts including time for LSL's and the County's review and approval of the financial statements. This period will also account for review by the engagement partner and quality assurance partner. After the review and receipt of the signed Representation Letter from the County, LSL will provide a final report no later than March 15th each year.

LEVEL OF STAFF ASSIGNED AND NUMBER OF HOURS TO BE ASSIGNED

	TOTAL PROPOSED HOURS					
Segment/Task	**Partners/ Director**	**Manager**	**Supervisor**	**Staff**	**Clerical**	**Total**
County's Basic Financial Statements						
Interim test work	0	0	15	58	0	73
Year-End test work	0	0	30	140	0	170
Report/Review/Supervision	17	40	40	0	10	107
Subtotal	**17**	**40**	**85**	**198**	**10**	**350**
Schedule of Expenditures of Federal Awards*						
Test work	0	0	15	60	0	75
Report/Review/Supervision	8	20	25	0	2	55
Subtotal	**8**	**20**	**40**	**60**	**2**	**130**
California State Office of Emergency Services and Board of Corrections						
Test work	0	0	0	12	0	12
Report/Review/Supervision	2	4	6	0	1	13
Subtotal	**2**	**4**	**6**	**12**	**1**	**25**
Appropriation Limitation Calculation						
Test work	0	0	0	3	0	3
Report/Review/Supervision	0	1	1	0	0	2
Subtotal	**0**	**1**	**1**	**3**	**0**	**5**
TOTAL PROPOSED HOURS:	**27**	**65**	**132**	**273**	**13**	**510**

*Hours proposed are for three (3) major programs.

AUDIT SAMPLING

For tests of controls, we use audit sampling. Tests of controls are procedures directed towards determining the effectiveness of the design or operation of an internal structure policy or procedures. Audit sampling is typically used for tests of controls and compliance that involve the inspection of documents and reports indicating the performance of the applicable policy or procedures and compliance with the applicable laws and regulations. Sample sizes vary based on the population and risk-based calculations.

TYPE AND EXTENT OF ANALYTICAL PROCEDURES

For the audits of the financial statements, we will use analytical procedures as an overall review of the financial information in the preliminary and final stages of the audits. These procedures are designed to assist us in planning our audits and in assessing the propriety of the conclusions reached and evaluating the overall financial statement presentation.

The procedures to be utilized consist of determining expectations for changes to significant revenue, expenditure, and balance sheet accounts, reading the financial statements and related notes, reviewing the budget and related material, and focusing on overall relationships within the financial statements.

Once determined, these are reviewed to evaluate if the changes appear reasonable or require further analysis. For all significant differences, explanations are obtained as to why the situation occurred and additional substantive procedures may be applied, and related evidence is gathered to resolve concerns and questions.

ELECTRONIC DATA PROCESSING SOFTWARE & AI TECHNOLOGY

LSL is always at the forefront of technology and finding ways to increase efficiency in our audits. Our goal is to effectively streamline the audit process to make the burden of an audit easier on our clients and ease any technical disagreements.

Caseware

At LSL, we partner with and utilize **Caseware** to perform our audits and retain electronic workpapers and supporting documentation in a fully cloud-based platform. During our preparation, all financial statements and schedules are linked to Caseware and audit documentation, ensuring accuracy and consistency with County records and eliminating the risk of manual errors.

LSL Caseware Cloud Portal

Our web-based portal system provides clients with the ability to securely share information in a user-friendly platform. Integrated with **Caseware OnPoint Collaborate**, this state-of-the-art tool enhances collaboration in accounting and auditing. It enables direct communication with clients throughout the audit process for feedback exchange and tracks activities such as audit requests, client uploads, and progress. Access to the secure hub can be restricted to relevant individuals. This tool eliminates the necessity of sending sensitive documents via email, enhancing efficiency. Client dashboards are customizable to meet specific needs.

Data Extraction & Audit Analytics

We believe software is only as effective as those who know how to use it. That's why we train all our staff and incorporate the use of **Caseware Analytics AI** and **IDEA** into our audit approach. These two complement each other to create a risk-based transaction analysis tool. We utilize them to scan transaction sets, identify exceptions warranting further investigation, and provide additional assurances to our clients. These tools offer users a high-level summary and reduce time spent in transaction analysis by automatically performing multiple tests on the entire transaction set. They assist in identifying duplicate payments, high-risk journal entries, and developing expectations for analytical procedures used during the audit.

Experience With ERP Systems

Many of our clients have updated their system software with new Enterprise Resource Planning (ERP) systems over the years. We make ourselves available for questions and recommendations, including assistance with the vendor selection process. Our clients' transition to more sophisticated ERP systems has allowed us to gain a better understanding of each system and its unique capabilities. We often obtain read-only access to our clients' software and can work directly within the system. This allows us to provide useful observations and recommendations regarding internal controls and facilitates efficient audit test work. Some of the ERP and Property Tax Systems we have extensive experience with include **Tyler Technologies (Munis, New World, Eden, Incode)**, **One Solution**, **Oracle**, **SAP**, **Infor**, **Megabyte**, and more.

DETERMINING LAWS AND REGULATIONS SUBJECT TO AUDIT TEST WORK

The Laws and Regulations that will be subject to audit test work are determined by the applicable laws, regulations, contracts, and grant agreements which we identify through the understanding we obtain of the County and our extensive experience with other governmental entities.

DRAWING AUDIT SAMPLES FOR COMPLIANCE

The sampling procedures test the operating effectiveness of an internal control structure policy or procedure by determining how the policy or procedure was applied, the consistency with which it was applied during the audit period, and by whom it was applied. We will draw samples for disbursements, receipts, and payroll when applicable. Each document selected will be tested for various attributes that are designed to verify compliance with different aspects of internal controls and applicable laws and regulations. Additionally, each sample item will be tested for coding to the proper accounts and posting to the general ledger.

LSL'S APPROACH TO UNDERSTANDING THE COUNTY'S INTERNAL CONTROL STRUCTURE

LSL will perform procedures as required by SAS 122-125 to obtain an understanding of the County and its environment along with assessing the risks of material misstatements in order to gain insight into the internal control structure over the financial statements. Our review will encompass various areas such as financial reporting, cash, revenues and receivables, utility billing, expenses, accounts payable, payroll, capital assets, long-term debt, and grant reporting. We will issue a management letter (SAS 115 Letter) that identifies any significant deficiencies and/or material weaknesses found as required by the Government Auditing Standards.

Our process is to obtain and review the County's annual budget book, organizational charts, standard operations procedures, manuals, policies, or other written documentation to identify processes and controls for critical transaction cycles. As much as is possible, we attempt to gather the data from the County's publicly available documents prior to beginning the audit to reduce the workload of the County's audit staff.

Additionally, during Segment 1 of the audit, LSL will conduct interviews with the management of finance and responsible parties of each audit section to understand the processes and controls through observation and discussions. We will also perform sampling transactions as part of a "walk-through" process to verify that the system of control is functioning as per the policies and procedures.

ANTICIPATION OF POTENTIAL AUDIT PROBLEMS, ROLES & RESPONSIBILITIES OF THE COUNTY

Outside of the complexities that arise with the implementation of GASB pronouncements, LSL does not anticipate any audit problems or conflicts in the performance of the services requested in this RFP. Our approach is to partner with our clients to provide information, training, and the resources necessary to successfully implement any new changes in accounting principles.

As mentioned previously, LSL assumes that the County will provide all necessary information to complete the financial statement and single audits. The LSL team assigned to this engagement will help identify and communicate any pending information needed from the County that may hinder the engagement's objectives and timely completion. Additionally, LSL assumes that the County will have closed its books and present auditable general ledger balances.

WORKING PAPER RETENTION AND ACCESS

All working papers and reports will be retained at LSL's expense for a minimum of seven (7) years unless otherwise notified in writing by the County of the need to extend that retention period. Upon written request, we will make working papers available to parties designated by the County. Furthermore, we will respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

c) Professional Qualifications and Experience

HISTORY & SIZE

LSL, LLP is a limited liability partnership and is not a wholly owned subsidiary of a parent company.

LSL was established in 1929 and has grown as a leader in the government sector. Our full-service accounting firm is headquartered in Irvine, California, with a dynamic team of 15 partners, 4 principals, and 165 employees. We proudly serve over 100 municipal clients, including counties, cities, water and electric utility districts, and special-purpose government agencies. Our dedicated government sector encompasses the following major classifications: attestation, compliance, consulting, outsourced accounting and reporting, year-end close assistance, interim staffing, strategic planning, and tax services.

Location

Irvine, CA
500 Technology Drive, Suite 350
Irvine, CA 92618
Phone: (949) 829-8299

Sacramento, CA
500 Capitol Mall., Suite 2350
Sacramento, CA 95814
Phone: (916) 503-9691

Phoenix Metropolitan Area, AZ
950 W. Elliot Rd., Suite 110
Tempe, AZ 85284
Phone: (480) 424-7855

The Woodlands, TX
21 Waterway Avenue, Suite 30089
The Woodlands, TX 77380
Phone: (936) 828-4587

We regularly share staff and resources across our offices to leverage the virtual footprint of our government team that spans across the United States. This collaborative approach ensures that you receive the highest level of industry-specialized service while maintaining a streamlined, reliable audit and comprehensive coverage.

LSL'S GOVERNMENT TEAM RESOURCES

Our governmental staff consists of three (3) Partners, one (1) Director, four (4) Senior Managers, eight (8) Managers, nine (9) Supervisors, and twenty (20) Professional Staff.

LSL will not be subcontracting any portion of the County's audit. All staff assigned to the audit portion of the engagement will be employed by LSL on a full-time basis and have extensive experience providing auditing services for cities, counties, and special-purpose government agencies. However, LSL does collaborate with a third-party for the preparation of the SCO (State Controller's Office) reports to ensure that the reports are prepared and filed correctly and timely by experts in those reports.

Our educational programs are designed to provide our team members with the knowledge and skills necessary to deliver high-quality services to our clients. We offer a variety of training opportunities, including those provided by CalCPA, AICPA, Government Audit Quality Center, and Government Finance Officers Association (GFOA).

GOVERNMENT AUDITING STANDARDS

LSL understands its responsibilities to perform audits and issue opinions on the County's financial statements as well as its fair presentation. Our financial audits are performed in accordance with the Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States, and our Single Audits are performed in accordance with the requirements of the Uniform Guidance. We will also evaluate the County's internal control system and provide recommendations for growth and improvement.

SINGLE AUDIT EXPERIENCE

Our firm has extensive experience in performing Single Audits for local government agencies under the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements of Federal Awards (Uniform Guidance), and the United States Office of Management and Budget (OMB). **APPENDIX A – CURRENT LIST OF MUNICIPAL CLIENTS** includes a list of government audit clients for which a Single Audit has been performed in the last fiscal year. Additionally, the table below highlights recent examples of federal programs audited by LSL.

Federal Granting Agency	AL #	Name of Program
U.S. Department of Agriculture	10.557	Special Supplemental Nutrition Program for Women, Infant, and Children
U.S. Department of Housing & Urban Development	14.195	Section 8 Housing Assistance Payment Program
U.S. Department of Housing & Urban Development	14.218	Community Development Block Grants/Entitlement Grants
U.S. Department of Housing & Urban Development	14.228	Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii
U.S. Department of Housing & Urban Development	14.239	HOME Investment Partnerships Program
U.S. Department of Housing & Urban Development	14.856	Lower Income Housing Assistance Program Section 8 Moderate Rehabilitation
U.S. Department of Housing & Urban Development	14.871	Section 8 Housing Choice Vouchers
U.S. Department of Transportation	20.106	Airport Improvement Program
U.S. Department of Transportation	20.205	Highway Planning and Construction
U.S. Department of Transportation	20.507	Federal Transit Formula Grants
U.S. Department of Treasury	21.019	Coronavirus Relief Fund (CRF)
U.S. Department of Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
U.S. Environmental Protection Agency	66.458	Capitalization Grants for Clean Water State Revolving Funds
U.S. Department of Health and Human Services	93.563	Child Support Enforcement
U.S. Department of Health and Human Services	93.667	Social Services Block Grant
U.S. Department of Health and Human Services	93.676	Unaccompanied Alien Children Program
U.S. Department of Health and Human Services	93.778	Medical Assistant Program - Medicaid Cluster
U.S. Department of Homeland Security	97.036	Disaster Grants- Public Assistance (Presidentially Declared Disasters)
U.S. Department of Homeland Security	97.067	Homeland Security Grant Program

GFOA AWARD PROGRAM

LSL understands the significance of obtaining and maintaining the Certificate of Excellence in Financial Reporting from the GFOA. We have prepared financial statements and footnote disclosures for many of our local government clients who have received this award. Our governmental partners, managers, and seniors are closely involved in the preparation of these reports. Clients currently receiving the GFOA award are also noted in **Appendix A**.

CURRENT LIST OF MUNICIPAL CLIENTS

The current list of municipal clients in **Appendix A** includes LSL's most significant engagements conducted within the last three (3) years that are similar to the engagement described in this request for proposal, including local agencies with 50,000 or more population and $100 million or more in general governmental revenues.

REFERENCES

The following references highlight our experience in providing professional auditing services to other governmental organizations with similar size and scope as the County of Tehama. We invite you to contact them to gain insight into our working relationships and quality of service.

County of Butte	
Contact	Graciela Gutierrez, Auditor-Controller
Telephone	530-552-3600
Size of General Fund Budget	$268,776,284
Size of Agency Finance Department Staff	3 staff
Scope of Work	Audit of the County's ACFR receiving the GFOA award; Single Audit; Dept of Insurance Program Audit, Boating Safety and Enforcement Audit, CalOES Audit

County of Placer	
Contact	Nicole Howard, Auditor-Controller
Telephone	530-889-4210
Size of General Fund Budget	$550,224,000
Size of Agency Finance Department Staff	6 staff
Scope of Work	Audit of the County's ACFR receiving the GFOA award; Single Audit; REAC AUP Submisson; First 5 COmmission Audit, Western Placer Waste Management Authority Audit, GANN Limit AUP, Golden Sierra Job Training Agency Audit & SIngle Audit, Placer Mosquito Vector Control Audit, Placer County Treasury Review Panel

County of Yolo	
Contact	Tom Haynes, Interim Chief Financial Officer
Telephone	530-666-8050
Size of General Fund Budget	$163,446,704
Size of Agency Finance Department Staff	2 staff
Scope of Work	Audit of the County's ACFR receiving the GFOA award; Single Audit; audit of County's Treasury, GASB 68 and 75 Employer Allocation Schedules

County of Sutter	
Contact	Nathan Black, Auditor-Controller
Telephone	(530) 822-7127
Size of General Fund Budget	$67,971,032
Size of Agency Finance Department Staff	1 staff
Scope of Work	Audit of County's ACFR and Single Audit.

County of Nevada	
Contact	Gina Will, Auditor-Controller
Telephone	530-265-1580
Size of General Fund Budget	$114,243,099
Size of Agency Finance Department Staff	2 staff
Scope of Work	Financial Statement audit and Single Audit; Financial Statement audits of the Nevada County Sanitation District No. 1 and Nevada County Finance Authority, and Appropriations Limit AUP

d) Staffing

Our team at LSL is highly equipped to manage the project workload efficiently. Collectively, the assigned team brings decades of experience in public accounting and auditing, including deep knowledge of California's budget process. Seamless communication and collaboration with our clients are top priorities. Utilizing our structured and segmented approach to the audit, we have a proven track record of delivering high-quality results, meeting proposed budgets and schedules effectively; and leveraging both remote capabilities and on-site presence as needed. We are confident in our ability to devote sufficient time and resources to this project and ensure its successful completion.

STAFF CONTINUITY

To ensure the quality of our staffing, we have established firm policies that prioritize the continuity of engagement teams, except in cases where an employee has left the firm or has been promoted. In the event of any changes in staffing at the Manager position and above, LSL will first seek written permission from the County.

QUALITY OF STAFF ASSURANCE

LSL is committed to providing the County with a stable and experienced team that is dedicated to delivering a high-quality audit and exceptional service. We understand the importance of maintaining a strong and reliable team throughout the engagement, and we will work closely with the County to ensure that any staffing changes are handled with minimal disruption to the continuity of the engagement.

Continuing Education

At LSL, we strongly emphasize professional development and continuing education to ensure that our team members are up to date on the latest developments in governmental accounting and auditing. As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period.

ADDITIONAL RESOURCES

The LSL team is comprised of top talent within the industry with comprehensive experience beyond governmental audit, accounting, and advisory services. When you partner with LSL, you gain access to the experience, knowledge, and resources of our entire team, including our consulting and technology teams. We are committed to helping finance departments thrive by providing the guidance, tools, and services that foster lifelong success for your finance team. We encourage our clients to tap into our full professional team of industry and product experts for your full-service consulting and staffing.



Financial & Compliance Audits



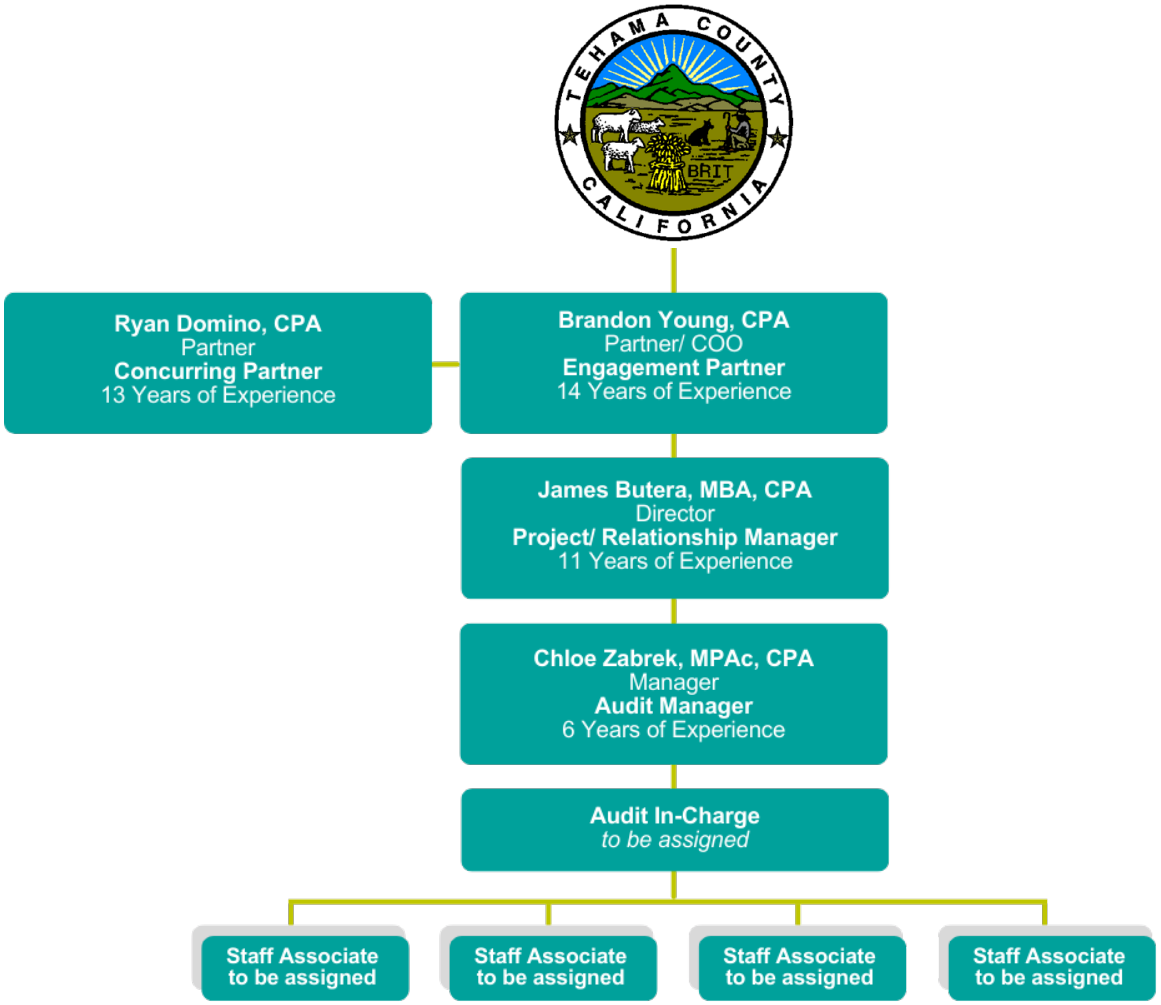
Consulting, Staffing & Training



ERP & Other Technologies

e) Key Personnel

ORGANIZATIONAL CHART





Brandon Young, CPA
Engagement Partner

Brandon is an expert in governmental accounting and auditing and trains our government team on the proper implementation of new GASB pronouncements, ensuring that our clients receive the highest level of service and expertise. Brandon is appointed to a 3-year term to serve the prestigious AICPA State and Local Government Expert Panel, further demonstrating his expertise in the field. Brandon also serves on the CalCPA Governmental Accounting and Auditing Committee, specific to the State of California, and he is responsible for numerous white papers and technical clarifications, including those for GASB 68, 75, and 87. His contributions to this committee have helped to shape the accounting and auditing practices of government organizations in California.



Ryan Domino, CPA
Concurring Partner

Ryan Domino has a strong technical focus and specializes in governmental accounting and auditing. He currently serves as a technical reviewer for the Government Finance Officers Association (GFOA) and regularly presents at our firm's annual GASB Update and at CSMFO's chapter meetings where he presents and trains on the latest GASB pronouncements. Ryan is an expert on Single Audit planning and execution and holds advanced certification from the AICPA. Ryan provides our clients with a competitive advantage as a member of GFOA's Special Review Committee for the Award for Excellence in Financial Reporting and able to provide valuable insights and recommendations to help organizations achieve excellence in financial reporting.

ENGAGEMENT TEAM RESUMES

Team resumes are available in **APPENDIX B – ENGAGEMENT TEAM RESUMES**, which details the position of each team member in the firm, their educational background, and their years and types of experience. The resumes also provide information on relevant continuing education completed by the team members during the past three years. Proposed team members will be available for ninety (90) days from the proposal due date. LSL will promptly notify the County of any changes in key personnel prior to award.

f) Proposals as Part of a Professional Services Agreement

INSURANCE

LSL confirms that we will maintain the minimum insurance requirements throughout the entire term of this engagement. We have provided evidence of coverage with the submission of our proposal in **APPENDIX C – COI EVIDENCE OF COVERAGE**, and the actual insurance form will be provided upon the award of contract.

g) Litigation/Arbitration/Termination in the last seven (7) years

DESK REVIEW / DISCIPLINARY ACTION

There have been no disciplinary actions against our organization since its inception. There have been no litigations, mediations, or arbitration against our firm in the past seven years. Our Single Audit reports are desk reviewed either by the federal cognizant agency or the State Controller's Office acting as the Oversight Agency. LSL has never had a report rejected by any of these agencies and is highly regarded and recognized by the staff of the State Controller's Office for top-quality reports.

PEER REVIEW

Our firm has participated in the AICPA Peer Review Program since its inception. All our peer reviews have covered governmental engagements and have received *pass* ratings. Our most recent peer review conducted by Spafford and Landry CPAs is provided below.

SPAFFORD AND LANDRY CPAs

HERE TO MAKE THE COMPLEX SIMPLE.

Patrick D. Spafford, CPA
Todd C. Landry, CPA

Licensed by the California Board of Accountancy
Member: American Institute of Certified Public Accountants

Report on the Firm's System of Quality Control

To Lance, Soll & Lunghard, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of the applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and employee benefit plan audits.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

-1-

1849 W. Redlands Blvd., #102, Redlands, CA 92373 · P.O. Box 8847 Redlands, CA 92375 • Tel 909-792-1852 · Fax 909-792-2015

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, *pass with deficiency (ies)*, or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

Gafford & Landry, Inc.

March 30, 2023

h) Fee Schedule

LSL'S STANDARD HOURLY BILLING RATES

Auditor's Standard Billing Rates	Estimated Total Hours	2025-26	2026-27	2027-28	2028-29	2029-30
Partner	**27**	$354	$354	$354	$372	$391
Director		$279	$279	$279	$293	$308
Senior Manager	**0**	$246	$246	$246	$259	$272
Manager	**65**	$210	$210	$210	$221	$233
Supervisor	**132**	$189	$189	$189	$199	$209
Senior Accountant	**0**	$150	$150	$150	$158	$166
Experienced Staff	**0**	$126	$126	$126	$133	$140
Staff Accountant	**273**	$114	$114	$114	$120	$126
Clerical	**13**	$66	$66	$66	$70	$74

Hours proposed are for 3 major programs.

ALL-INCLUSIVE MAXIMUM PRICE

All-Inclusive Maximum Price by Report					
Report	**2025-26**	**2026-27**	**2027-28**	**2028-29**	**2029-30**
County's Basic Financial Statements	$53,720	$53,720	$53,720	$56,410	$59,230
Schedule of Expenditures of Federal Awards*	$21,560	$21,560	$21,560	$22,640	$23,770
California State Office of Emergency Services and Board of Corrections	$4,120	$4,120	$4,120	$4,330	$4,550
Appropriation Limitation Calculation	$640	$640	$640	$670	$700
Out-of-Pocket Expenses	*Included*	*Included*	*Included*	*Included*	*Included*
Total for Fiscal Year (Not-to-Exceed)	**$80,040**	**$80,040**	**$80,040**	**$84,050**	**$88,250**

*Price includes three (3) major programs. Each additional program is $6,000.

MANNER OF PAYMENT

LSL's offers two manners of payment to our government audit clients. The first manner of payment is an upfront payment for the services to be rendered, less a 10% retention. This payment is due upon execution of the professional services agreement or the engagement letter. We apply an additional 5% discount to the overall audit fee for up-front payments.

The second method of payment is that 90% of the total fees are invoiced in equal, monthly installment payments commencing from the month the professional services agreement or engagement letter is executed and scheduled to conclude December each year. If the installment payment method is selected, if the scope of work is concluded earlier than December of each year, the remaining balance becomes due and payable upon completion of the annual scope of work. Under both methods, the final 10% retention is due and payable upon completion of the scope of work. The peripheral reports (e.g., the Single Audit and Appropriations Limit) are invoiced upon completion of the scope of work. Invoices will not be provided on a more than monthly interval.

i) Additional Information

LSL HIGHLIGHTS: AWARDS & VALUES

LSL is a multi-location firm with formidable resources that provides a personal feel and hands-on client experience.



Ranked #17 on the Orange County Business Journal's CPA Firm Book of Lists



Established in 1929



15 Partners
4 Principals



165 Employees (and growing!)

Accounting Today Regional Leader

LSL has again been recognized as an Accounting Today Regional Leader in 2025. The list ranks the top CPA firms that have shown exceptional growth, embraced technology, and who 'think outside the box' when providing solutions.

INSIDE Public Accounting Award

LSL is honored to be recognized among the Top 300 accounting firms in the nation by INSIDE Public Accounting! Each year, IPA ranks CPA firms based on net revenue, and LSL proudly advanced from #220 in 2024 to #201 in 2025. Our fantastic team and the trust of our valued clients are the driving force behind this upward momentum and continued growth.

Best of Accounting Award

LSL has consistently secured the ClearlyRated *Best of Accounting* award since 2019. This exclusive program awards accounting firms who demonstrate high-level service of excellence within the accounting industry and solely leverages statistically validated survey responses from our clients.





Our Core Values

Our values weren't decided on by management and handed down. Every member of the LSL team worked together to share what values matter most to us. From there, we came up with the following five core values that embody how we approach each other, our work, and our clients.



TRAINING SERVICES & LSL SEMINARS

LSL offers a comprehensive suite of training options including written materials, in-person, online and webinars covering both current topics and foundational concepts. These programs are tailored towards finance department teams to ensure that both clients and staff are informed and prepared in governmental accounting and auditing with continued support throughout. We regularly lead instructional sessions and learning opportunities in financial reporting, internal control risk assessments, and the latest GASB updates delivering the most current information and ideas that impact your industry. These opportunities are made available through our firm to the County for professional development or continuing professional education credits. Some of the topics include:

Uniform Guidance (UG) Updates	GASB Updates	Addressing Staffing Challenges	ERP Implementation Panel	LSL Back to Basics Series

Back to Basics topics include:

- GASB 101: Compensated Absences
- Capital Assets
- Bank Reconciliations
- Pension & OPEB
- Accounts Receivable
- A/P, Accrued Liabilities, and Long-Term Debt
- Leases & SBITAS

For upcoming webinars, please visit https://lslcpas.com/webinars/.

Appendix A – Current List of Municipal Clients

Current List of Municipal Clients						
	Client Name	Client Clas	Contact Person	Services	Years	Phone
*	Barstow	M	Sydnie Harris	A1, A2	11	760-255-5115
	Big Bear Fire Authority	S	Kristin Mandolini	A1	9	909-866-5831
*	Big Bear Lake	M	Joseph Toney	A1, A2	27	909-866-5831
*	Brea	M	Monica Lo	A1, A2	13	714-990-7600
*	Burbank	M	Heidi Okimoto	A1, A2	15	818-238-5500
*	Butte County	C	Graciela Gutierrez	A1, A2	1	530-552-3600
	Canyon Lake	M	Aaron Brown	A1, A2	30	951-244-2955
*	Carlsbad	M	Zach Korach	A1, A2	3	760-602-2430
*	Cathedral City	M	Kevin Biersack	A1, A2	15	760-770-0378
*	Chino Hills	M	Nicole Lugotoff	A1, A2	28	909-364-2648
*	Citrus Heights	M	Alberto Preciado	A1, A2	6	916-272-4776
*	Citrus Heights Water District	S	Annie Liu	A1	4	916-735-7703
*	Coachella Valley Water District	S	Karla Romero	A1, A2	12	760-398-2651
*	Culver City	M	Lisa Soghor	A1, A2	1	310-253-6016
*	Dana Point	M	Sheryl Mariano	A1	1	949-248-3516
*	Diamond Bar	M	Jason Jacobsen	A1, A2	15	909-839-7051
*	Downey	M	Francesca Navarro	A1, A2	11	562-904-7265
	Duarte	M	Angela Chiaromonte	A1	1	626-357-7931
	Durham Mosquito Abatement District	S	Anita Weinreich	A1	1	530-518-0364
*	East Bay Municipal Utility District	S	Melody Wang	A1, A2	6	510-287-0280
*	Eastern Municipal Water District	S	Wilma Garriz	A1, A2	4	951-928-3777
	El Dorado County	C	Alison Winter	A1, A2	1	530-621-6729
*	El Toro Water District	S	Vishav Sharma	A1	1	949-599-2504
*	Fullerton	M	Toni Smart	A1, A2	4	714-738-6522
*	Galt	M	Cindy Nguyen	A1	7	209-366-7150
	Grand Terrace	M	Christine Clayton	A1, A2	11	909-824-6621
	Inglewood	M	Sharon Koike	A1, A2	10	310-412-5257
*	Irwindale	M	Lori Svet	A1	30	626-430-2200
	Kress	T	Johnny Taylor	A1	1	806-994-5051
*	La Quinta	M	Claudia Martinez	A1, A2	1	760-777-7055
*	Laguna Beach	M	Shannon Espinoza	A1	1	949-497-0319
	Livingston	M	Happy Bains	A1	4	209-394-8041
*	Lodi	M	Chia Lor	A1, A2	2	209-269-4638
*	Lompoc	M	Christie Donnelly	A1, A2	4	805-875-8283
*	Malibu	M	Renee Neerman	A1	21	310-456-2489
*	Manhattan Beach	M	Julie Bondarchuk	A1	15	310-802-5564
*	Mesa Water District	S	Anthony Phou	A1	3	949-574-1022
*	Monrovia	M	Buffy Bullis	A1, A2	24	626-932-5513
	Monterey Peninsula Airport District	S	Mark Wilson	A1, A2	6	831-648-7000
*	Napa	M	Rajneil (Raj) Prasad	A1, A2	1	707-257-9698
	Nevada City	M	Stephen Erlandson	A1	1	530-265-2496
*	Nevada County	C	Gina Will	A1	1	530-265-1580
*	Newark	M	Krysten Lee	A1, A2	6	510-578-4288
*	Oceanside	M	Jill Moya	A1, A2	16	760-435-3887
	Orange	M	Trang Nguyen	A1, A2	2	714-744-2251
	Orchard Dale Water District	S	Ron Richard	A1	6	562-941-0114

*	Palm Desert	M	Veronica Chavez	A1, A2	8	760-346-0611
*	Pasadena	M	Armine Trashian	A1, A2	12	626-744-4000
*	Placer County	C	Debbie Chan	A1, A2	1	530-889-4180
*	Rainbow Municipal Water District	S	Rick Aragon	A1	5	760-728-1178
*	Rancho Cucamonga	M	Caroline Cruz-Contreras	A1, A2	47	909-774-2434
	Rolling Hills	M	Robert Samario	A1, A2	16	310-377-1521
*	Rosemead	M	Maria Teresita Anson	A1, A2	7	626-569-2146
*	Roseville	M	Kyle Horton	A1, A2	4	916-774-5526
*	Sacramento Transportation Authority	S	Dustin Purinton	A1	2	916-323-0894
*	San Bernardino Municipal Water Departr	S	Cynthia Mouser	A1, A2	6	909-453-6010
*	San Clemente	M	Jacob Rahn	A1, A2	7	949-361-8360
*	San Joaquin Council of Governments	S	Lynette Castle	A1, A2	6	209-235-0454
	San Juan Capistrano	M	Ken Al-Imam	A1, A2	4	949-493-1171
*	San Marino	M	Hillary Guirola-Leon	A1, A2	32	626-300-0708
*	Santa Monica	M	Steve Gomez	A1, A2	9	310-458-8272
*	Shasta County	C	Nolda Short	A1	1	530-245-6657
*	South Coast Air Quality Management Dis	S	Susanna Leung	A1, A2	2	909-396-2623
	Stanislaus Council of Governments	S	Jean Foletta	A1	1	209-525-4891
	Sutter County	C	Nathan Black	A1, A2	6	530-822-7127
*	Three Valleys Municipal Water District	S	Jose Velasquez	A1	17	909-626-5568
*	United Water Conservation District	S	Brian Zahn	A1	2	805-695-3870
*	Vacaville	M	Ken Matsumiya	A1, A2	5	707-449-5180
*	Vallejo	M	Rekha Nayar	A1, A2	6	707-648-5433
*	West Sacramento	M	Becky Robertson	A1, A2	2	916-617-4584
	Woodland	M	Kimberly McKinney	A1, A2	5	530-661-5849
	Yolo County	C	Tom Haynes	A1, A2	6	530-666-8162
*	Yorba Linda Water District	S	David Christian	A1	3	714-961-7140

Client Codes:

C - California County
M - California Municipality (City)
S - California Special District or Other Government
T - Texas Municipality (City)

Service Codes:

A1 - Audit Under *Government Auditing Standards*
A2 - Single Audit Act Engagement
* Participated in the GFOA Award Programs and has received or anticipates receiving outstanding awards

Appendix B – Engagement Team Resumes



LICENSE

Certified Public Accountant
California

ENGAGEMENTS

City of Chula Vista
City of Citrus Heights
City of Dixon
City of Lodi
City of Galt
City of Livingston
City of Menlo Park
City of Newark
City of Pasadena
City of Pleasanton
City of Riverside
City of Roseville
City of Santa Monica
City of Shafter
Coachella Valley Water District
County of Placer
County of Nevada
County of Sutter
County of Yolo
East Bay Municipal Utility District
GDPUD
Inland Empire Utilities Agency
Monterey Peninsula Airport District
Orange County Water District
San Joaquin Council of Gov.
Santa Clarita Valley Water Agency
Union Sanitary District

Brandon Young, CPA, Partner/ COO

ENGAGEMENT PARTNER

ACHIEVEMENTS

Brandon is an expert in Governmental Accounting and Auditing, with over 13 years of experience serving a wide range of clients. He is appointed to serve on the prestigious AICPA State and Local Government Expert Panel, with a three-year the term that began in May of 2023, and also has served on the CalCPA Governmental Accounting and Auditing Committee since 2018.

CONTINUING EDUCATION

As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Brandon meets the requirements for Government Auditing Standards in governmental CPE.

EXPERIENCE

Brandon has performed all phases of governmental audits with numerous presentations to City Councils, Board of Supervisors, Board of Directors, and Audit Committees over the past thirteen years. He routinely presents at CSMFO, local chapter meetings and CalSACA on current accounting and auditing material. He also regularly teaches current audit and accounting-related material at LSL training seminars, webinars, and client education workshops and training events.

His work has entailed:

- The preparation of the ACFR for entities involved in CSMFO and GFOA in the U.S.
- Audit review and technical assistance throughout the year to deliver the most up-to-date information with current GASB pronouncements
- Presentation of audit results to Audit Committees or others charged with governance
- Risk assessment and evaluation of internal controls with COSO and Federal Green Book
- Single Audits in accordance with new Uniform Guidance

MEMBERSHIPS

AICPA, AICPA SLG Expert Panel CalCPA, CalCPA State GAA, CSMFO, GFOA

EDUCATION

Bachelor of Arts Degree in Accounting, Magna Cum Laude –
Vanguard University



LICENSES & CERTIFICATIONS

Certified Public Accountant
California
Texas

AICPA Advanced
Single Audit Certificate

AUDIT ENGAGEMENTS

City of Agoura Hills, CA
City of Big Bear Lake, CA
City of Brea, CA
City of Burbank, CA
City of Carlsbad, CA
City of Cathedral City, CA
City of Chino Hills, CA
City of Dana Point, CA
City of Kress, TX
City of La Quinta, CA
City of Lompoc, CA
City of Monrovia, CA
City of Moorpark, CA
City of Oceanside, CA
City of Orange, CA
City of Palm Desert, CA
City of Rialto, CA
City of Rosemead, CA
City of San Clemente, CA
City of San Juan Capistrano, CA
City of Santa Monica, CA
Monterey Peninsula Airport District
Orange County Water District
Orchard Dale Water District
Rainbow Municipal Water District
San Bernardino Muni. Water Dept.
Three Valleys Muni. Water District
United Water Conservation District
Yorba Linda Water District

Ryan Domino, CPA, Partner

CONCURRING PARTNER

ACHIEVEMENTS

Ryan currently serves as a technical reviewer for the Government Finance Officers Association (GFOA), and has been a presenter for CSMFO's annual conference and various chapter meetings. He has been involved with teaching current audit and accounting-related material at LSL's in-house training seminars, and annual GASB Update.

CONTINUING EDUCATION

As a firm policy, all LSL government staff are required to complete a minimum of 40 hours of continuing education every year, with at least 24 hours in governmental accounting and auditing in a two-year period. Ryan meets the requirements for Government Auditing Standards in governmental CPE.

EXPERIENCE

Ryan has over 11 years of experience in governmental auditing including financial statement audits, preparation of Annual Comprehensive Financial Reports, Housing Successor compliance audits, TDA compliance audits, Single Audits, Federal Student Financial Aid audits, and various consulting and agreed-upon procedures projects.

Ryan is one of the firm's leaders in ensuring audit quality control and Government Practice training for staff. He is a regular presenter at the firm's annual GASB Update where he has presented training to our clients on the latest GASB pronouncements and has been a presenter for CSMFO's chapter meetings and the annual CSFMO Conference.

Some of his presentations have covered:

- General auditing in accordance with GAGAS
- Accounting for capital assets
- GASB Statement Nos. 89, 90, 91, 94, 100, 101, and 102
- Fraud risks and internal controls

MEMBERSHIPS

AICPA, CalCPA, CSMFO, GFOA, GFOAT

EDUCATION

Bachelor of Arts Degree in Business Administration, with an emphasis in Accounting – California State University, Fullerton



James Butera, MBA, CPA, Director

RELATIONSHIP/ PROJECT MANAGER

LICENSE

Certified Public Accountant
New York

ENGAGEMENTS

City of American Canyon
City of Batavia, NY
City of Big Bear Lake
City of Chino Hills
City of Chula Vista
City of Fullerton
City of Geneva, NY
City of Irwindale
City of Livingston
City of Napa
City of Newark
City of Palm Desert
City of Pasadena
City of Pleasanton
City of Rialto
City of Rochester, NY
City of Rosemead
City of West Sacramento
County of Butte
County of Genesee, NY
County of Nevada
County of Placer
County of Sutter
County of Yolo
Jamestown Board of Public Utilities
Monterey One Water District
Rochester City School District

ACHIEVEMENTS

James was previously a Director of Finance at a regional municipality in New York. He brings his experience in financial audits, Single Audits, ACFR, and financial statement preparation, plus in-depth knowledge of GASB implementation consulting, bookkeeping consulting, and Controller consulting services.

CONTINUING EDUCATION

133 total hours over the last three years, 110 of which were in governmental accounting and auditing subjects. James meets the requirements of governmental CPE Government Auditing Standards.

EXPERIENCE

James has performed all phases of our government audits, including cities, counties, and special districts for their ACFR and Single Audits.

His work has entailed:

- Assisting in the preparation of the Annual Comprehensive Financial Report
- Performing analytical and substantive audit procedures on account balances
- Planning the nature, timing, and extent of procedures involved in the audit process audits in accordance with the provisions of Government Auditing Standards and the provisions of the Single Audit Act and the Uniform Guidance
- Assisting clients with the preparation and review of GASB 68, 75, and 84 journal entries
- Review of capital assets, debt service, and federal and state award schedules

MEMBERSHIPS

AICPA, CalCPA, GFOA

EDUCATION

Bachelor of Science in Accounting, Cum Laude &
Master of Business Administration in Accounting -
St. John Fisher University



LICENSE

Certified Public Accountant
California

ENGAGEMENTS

County of Butte
County of El Dorado
City of Diamond Bar
City of Rancho Cucamonga
City of Redondo Beach
City of Roseville
City of San Juan Capistrano
City of Vallejo
South Coast Air Quality District

Engagements at CLA
County of Butte
County of Calaveras
County of El Dorado
County of Glenn
County of Humboldt
County of Kern
County of Lake
County of Mendocino
County of Monterey
County of Placer
County of San Bernadino
County of San Joaquin
County of San Luis Obispo
County of Shasta
County of Stanislaus
County of Tehama
County of Trinity
County of Yuba
City of Benicia
City of Porterville
City of Redding
California Housing Finance Agency
California Infrastructure and Economic Development Bank
California Cannabis Authority
Eastern Sierra Transit Authority
Sacramento Law Library
San Luis Obispo APCD

Chloe Zabrek, MPAc, CPA, Manager

AUDIT MANAGER

ACHIEVEMENTS

Chloe is an experienced auditor specializing in state and local government audits, fund accounting, and compliance audits. She began her career at LSL as an Associate Auditor and has advanced to the role of a Manager. In this capacity, Chloe leads her team and every audit engagement with a strong commitment to accuracy and compliance with both regulatory and professional standards, while focusing on the quality and effectiveness of the audit engagement.

CONTINUING EDUCATION

120 total hours over the last three years, 100 of which were in governmental accounting and auditing subjects. Chloe meets the requirements of governmental CPE Government Auditing Standards.

EXPERIENCE

With 7 years of experience in governmental auditing, Chloe has honed her expertise in all phases of government audits, including ACFR audits, housing authority audits, Transportation Development Act audits, Air Pollution Districts, State department audit, and Single Audits.

Her work has entailed:

- Assisting in the preparation of the Annual Comprehensive Financial Report (ACFR)
- Performing analytical and substantive audit procedures on account balances
- Supervising the nature, timing and extent of procedures involved in the audit process as well as Junior Staff
- Assisting clients with the preparation and review of GASB 68, 75, 87, and 96 journal entries
- Review of capital asset, debt service, federal and state award schedules

EDUCATION

Bachelor of Arts in Business Administration
with an emphasis in Accounting – Seattle University

Master of Professional Accountancy – University of California, Davis

Appendix C – COI Evidence of Coverage

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/13/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Continental Casualty Company	20443
LSL, LLP 500 Technology Dr., Ste. 350, Irvine, CA 92618	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Claims-made Policy)			APL-275513554	10/12/2025	10/12/2026	Per Claim/Aggregate $1,000,000/$1,000,000	
							Limits Shown are as requested.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
LSL, LLP 500 Technology Dr., Ste. 350, Irvine, CA 92618	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gretchen McCole

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mark Wright
The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Ste 250 Woodland Hills CA 91367	PHONE (A/C, No, Ext): (888) 918-3960 FAX (A/C, No): E-MAIL ADDRESS: mark.wright@libertycompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B : Insurer Varies by Jurisdiction (Hartford Casualty)	29424
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: LSL, LLP, 500 Technology Dr Ste 350, Irvine CA 92618

COVERAGES CERTIFICATE NUMBER: 25-26 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		57SBABE9C78	10/12/2025	10/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			57SBABE9C78	10/12/2025	10/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		57SBABE9C78	10/12/2025	10/12/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WECAZ7TWB	10/12/2025	10/12/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

PROOF OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E-Contract Review
Approval as to Form

Department Name: Administration

Vendor Name: LSL, LLP

Contract Description: For the purpose of professional audit services

APPROVED AS TO FORM:



Date: 04/08/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0599 **Agenda Date:** 4/28/2026 **Agenda #:** 18.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign Amendment No. 2 to Misc. Agree 2025-187, as amended by Misc. Agree 2025-034 with UBEO West, LLC, thereby increasing the maximum compensation payable not to exceed $35,000 for the first contract year, 4/22/25 through 4/21/26

Financial Impact:
The funding source for the Agreement has been budgeted for the FY 25/26 in the Rent/Lease of Equipment Budget 2027-53250

Background Information:
UBEO West, LLC has been providing lease and maintenance services to the County of Tehama for over 22 years and to the Sheriff's Office since 2011.

UBEO West, LLC requested Amendment No.1 to confirm that Tehama County will, in good faith, appropriate funds annually to fulfill payment obligations under the multi-year Lease Agreement through April 21, 2030. In the event funds are not appropriated, the Agreement may be terminated without penalty, releasing the County from further payment obligations. Upon termination, all leased equipment must be returned to the Lessor; see prior item 25-1291 for additional details.

Amendment No. 2 requests approval to increase the first-year Not-to-Exceed (NTE) amount from $25,000 to $35,000 for the term of April 22, 2025, through April 21, 2026, due to higher-than-anticipated service usage following completion of the RFP process and transition to a new rate structure. Actual demand, particularly for color printing and copying, exceeded initial projections, necessitating the adjustment to maintain uninterrupted operations and service continuity. To address ongoing cost pressures, staff has implemented cost-control measures, including limiting color printing to essential use and promoting black-and-white printing as the default, to better align future expenditures with contract projections.

Approval of this Amendment will ensure continuity of services while maintaining appropriate fiscal oversight and supporting effective management of printing and copying costs over the remaining term of the Agreement.

AMENDMENT NO. 2
TO THE 2025 AGREEMENT BETWEEN THE COUNTY OF TEHAMA
AND UBEO WEST, LLC

The Agreement Number 2025-187 with an effective date of April 22, 2025 was entered into between the County of Tehama, through its Sheriff's Office, ("COUNTY") and UBEO West, LLC ("CONTRACTOR"), for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, including maintenance and supplies, and most recently was amended with Amendment No. 1, with an effective date of July 29, 2025 (Agreement Number 2025-234) (Collectively the original agreement and Amendment No.1 are referred to as "AGREEMENT").

Pursuant to Section 7. of the AGREEMENT subdivisions 3.2 is hereby added to the Agreement:

> 3.2 25-26 Annual Maximum Compensation. Notwithstanding the language in Section 3.0, for the Contract year 04/22/2025 through 04/21/2026 only, the maximum compensation payable under this agreement shall not exceed $35,000.00. For the remainder of the contract term, the language in Section 3.0 shall be controlling. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein.

All other terms and conditions of the AGREEMENT shall remain in unchanged.

The AGREEMENT and this Amendment No. 1(Hereinafter collectively referred to as the "Modified Agreement"), constitute the entire Agreement of the parties and supersede all previous agreements, writing and oral statements. In the event of any inconsistency or conflict between this Amendment No. 2 and the AGREEMENT, the provisions of this Amendment No. 2 shall prevail over those of the AGREEMENT. This Modified Agreement may not be further modified except in a writing signed by both parties pursuant to Section 7 of the Modified Agreement.

Docusign Envelope ID: C66D220C-55F9-446B-B2B6-7A3D419ACE25

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

COUNTY OF TEHAMA

Date: _____

Dave Kain, Sheriff-Coroner

COUNTY OF TEHAMA

Date: _____

Chairman, Board of Supervisors

UBEO Business Services

DocuSigned by:

Date : 4/8/2026

5C6BF02FEE2E498...
John Gallegos, VP/GM

134948
Vendor Number

2027-53250
Budget Account Number

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.co.tehama.ca.us

Date: July 24, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Sean Houghtby

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature page** referenced and attached to this memo.

20. SHERIFF'S OFFICE - Sheriff Dave Kain **25-1291**

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign the Amendment No. 1 to the Agreement with UBEO West, LLC Misc. Agree. 2025-187 to agree that funding will be budgeted yearly to ensure the agreed upon lease payments will be made throughout the life of the multi-year agreement for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, effective 4/22/25 and shall terminate on 4/21/30

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 2025-234

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

AMENDMENT #1

TO THE AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND UBEO WEST, LLC

This Amendment to Agreement Number 2025-187, dated June 30th, 2025, (the "Agreement") by and between the County of Tehama, through its Sheriff's Office (County) and UBEO West, LLC (Contractor) for the purpose of providing the lease and maintenance of 8 multifunctional devices (copier/printer/scanner/fax) and 8 printers to the Tehama County Sheriff's Office, shall be amended pursuant to Section 7 as follows:

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.

County warrants that it has funds available to make all payment payable pursuant to the Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The Department shall request from its legislative body or funding authority funds in its annual budget to be paid to the Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, County may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at County's

expense and in accordance with this Agreement, and thereupon, County shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event County returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by County. County's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of County for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of County under County's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by County of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The County's right to terminate this Agreement may be exercised by the Sheriff.

It is mutually agreed that all other terms and conditions of Agreement Number 2025-187 shall remain in full force and effect.

<<Signature page to immediately follow>>

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

COUNTY OF TEHAMA

Date: 7/29/25

Sheriff-Coroner Dave Kain

Date: 7/22/2025

Chairman, Board of Supervisors

UBEO WEST, LLC

Date: 07/14/2025

Authorized Agent

Agreement #: 2025-234

134948
Vendor Number

2027-53250
Budget Account Number

dowen@ubeo.com
Vendor/Contractor Email Address

(530) 226-4424
Vendor/Contractor Phone Number

TCSO - AMENDMENT 1 UBEO 25-26

Final Audit Report 2025-07-14

Created:	2025-07-14
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5Ov54QQy0MGPQU5TwvgvvlEn-yxddOKU

"TCSO - AMENDMENT 1 UBEO 25-26" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2025-07-14 - 2:06:12 PM GMT

Document emailed to jgallegos@ubeo.com for signature
2025-07-14 - 2:06:16 PM GMT

Email viewed by jgallegos@ubeo.com
2025-07-14 - 2:20:35 PM GMT

Signer jgallegos@ubeo.com entered name at signing as John Gallegos
2025-07-14 - 2:22:53 PM GMT

Document e-signed by John Gallegos (jgallegos@ubeo.com)
Signature Date: 2025-07-14 - 2:22:55 PM GMT - Time Source: server

Agreement completed.
2025-07-14 - 2:22:55 PM GMT

Powered by
Adobe
Acrobat Sign

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: UBEO, West, LLC

Document Description: Amendment to lease of multifunctional devices

APPROVED AS TO FORM:

Date: 7/14/25

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

Tehama County

Minutes Certification

File Number: 25-1291 **Enactment Number: MISC. AGR 2025-234**

20. SHERIFF'S OFFICE - Sheriff Dave Kain **25-1291**

a) AGREEMENT - Request approval and authorization for the Sheriff and the Chairman to sign the Amendment No. 1 to the Agreement with UBEO West, LLC Misc. Agree. 2025-187 to agree that funding will be budgeted yearly to ensure the agreed upon lease payments will be made throughout the life of the multi-year agreement for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, effective 4/22/25 and shall terminate on 4/21/30

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 2025-234

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 7/22/2025.

Attest:

July 24, 2025
Date Certified

COUNTY OF TEHAMA

Office of
Sean Houghtby
County Clerk and Recorder
P.O. Box 250
Courthouse
633 Washington Street
Red Bluff, California 96080



Tehama County Courthouse

TELEPHONE (Area Code 530)

Clerk & Recorder 527-3350
Elections 527-8190
Clerk of the Board
of Supervisors 527-3287

FAX 527-1745

WEB: www.co.tehama.ca.us

Date: June 30, 2025

OFFICE OF
THE CLERK OF THE BOARD OF SUPERVISORS

FROM THE DESK OF Sean Houghtby

TO: Jennifer Crane

RE: Return of Signature Page(s)

Please return **(1) fully-executed copy of the signature page** referenced and attached to this memo.

28. SHERIFF'S OFFICE **25-1061**

a) AGREEMENT - Request approval and authorization for the Chairman and the Sheriff to sign the Lease and Maintenance agreement with UBEO West, LLC for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, for the rates set forth in Exhibit "B", with maximum compensation to not exceed $25,000 per year for 5 years, effective 4/22/25 and shall terminate on 4/21/30

Enactment No: MISC. AGR 2025-187

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

If you have any questions, please contact this office at (530) 527-3287.

PLEASE RETURN TO: CLERK OF THE BOARD
P.O. BOX 250
RED BLUFF, CA 96080

OR

THROUGH INTER-OFFICE MAIL – AUDITOR'S OFFICE

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND
UBEO West, LLC

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and UBEO West, LLC ("Contractor") for the lease of 8 multifunction devices (copier/ printer/scanner/fax) and 8 printers, including maintenance and supplies.

1. **RESPONSIBILITIES OF CONTRACTOR**

During the term of this agreement, Contractor shall provide:

a. During the term of this agreement, Contractor shall provide and install 8 multifunction devices and 8 printers, including maintenance and supplies, as outlined in Exhibits B.

b. Contract shall provide maintenance on existing office equipment as outlined in Exhibit B.

   a. Black and White Copies .0042 per image

   b. Color Copies .0395 per image

2. **RESPONSIBILITIES OF THE COUNTY**

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

3. **COMPENSATION**

Contractor shall be paid in accordance with the rates set forth in Exhibit B, as attached hereto, after satisfactorily completing the duties described in this Agreement. Lease and service/supply shall not exceed 25,000.00 per year for 5 years.

The foregoing amounts include all applicable sales taxes, use taxes, and other taxes. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any

expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TERM OF AGREEMENT**

This agreement shall commence on April 22,2025 and shall terminate upon 60 lease payments made by County in accordance with Exhibit B, unless terminated in accordance with section 6 below.

6. **TERMINATION OF AGREEMENT**

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

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

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

9. **EMPLOYMENT STATUS**

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

10. **INDEMNIFICATION**

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded

upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a

contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. **LAW AND VENUE**

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

17. **AUTHORITY**

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

18. **NOTICES**

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

NOTICES TO COUNTY:
Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:
Ubeo Business Services
Attn: Dan Owen
20240 Skypark Drive
Redding, CA 96002
(530) 226-4424
dowen@ubeo.com

INVOICES SUBMITTED TO COUNTY:
Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:
Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

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

19. **NON-EXCLUSIVE AGREEMENT**:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar

services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. **STANDARDS OF THE PROFESSION**

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

21. **LICENSING OR ACCREDITATION**

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

22. **RESOLUTION OF AMBIGUITIES**

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

23. **NO THIRD PARTY BENEFICIARIES**

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

24. **HAZARDOUS MATERIALS**

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

during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. **HARASSMENT**

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

26. **COUNTERPARTS, ELECTRONIC SIGNATURES - BINDING**

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

27. **EXHIBITS**

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

28. **RELEASE OF LIABILITY AND REMOVAL OF ASSESTS**

Contractor shall remove all equipment stated on Exhibit B and Tehama County will sign the release of liability allowing the Contractor to recycle said devices. This signed statement releases all interest personal or otherwise in the equipment described in Exhibit B.

Prior to removal of the Canon Multi-function devices, the Contractor will remove and produce the hard drives to Tehama County Sheriff Office. An authorized party at the Sheriff Office will be responsible for destroying said drives from all current Canon copiers and Samsung printers on existing agreement between TCSO and RMC. All of the expenses to remove hard drives and recycle equipment from County locations (Sheriff's Office and Jail specifically) shall be bared by the contractor.

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

COUNTY OF TEHAMA

Date: _____

6.30.2025
Sheriff-Coroner

Date: _____

6/24/2025
Chairman, Board of Supervisors

UBEO Business Services

Date: 05/06/2025

John Gallegos
John Gallegos | Jun 5, 2025 11:26 PDT

John Gallegos, VP/GM

Agreement #: 2025-187

134948
Vendor Number

2027-53250
Budget Account Number

dowen@ubeo.com
Vendor/Contractor Email Address

(530) 226-4424
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

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

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

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

ubeo BUSINESS SERVICES

APPLICATION NO.	AGREEMENT NO.

VALUE RENTAL AGREEMENT

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words "**User**," "**Lessee**," "**you**" and "**your**" refer to **Customer**. The words "**Owner**," "**Lessor**," "**we**," "**us**" and "**our**" refer to **UBEO West, LLC**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Tehama County Sheriff			22840 Antelope Blvd	
CITY	STATE	ZIP	PHONE	FAX
Red Bluff	CA	960808874	(530) 529-7920	(530) 529-7933
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
Jennifer Crane			PO Box 729	
CITY	STATE	ZIP	E-MAIL	
Red Bluff	CA	96080	jcrane@tehamaso.org	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
Same

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
(2) Canon ImageRUNNER ADVANCE DX C5840I			☐
(3) Canon ImageRUNNER ADVANCE DX C5860i			☐
(3) Canon ImageRUNNDER ADVANCE DX C359if			☐
(5) HP LaserJet Managed E40040DN			☐
(3) HP Color LaserJet Managed E45028DN			☐
			☐
			☐
			☐

☐ See attached Schedule A ☐ See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of $ 950.46 *If you are exempt from sales tax, attach your certificate.* *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	0	B&W images per month	Overages billed at $	$0.0042	per B&W image*
Payment includes	0	General Color images per month	Overages billed at $	$0.0395	per General Color image*
Payment includes		Pro. Color images per month	Overages billed at $		per Pro. Color image*
Payment includes		scans per month	Overages billed at $		per scan*

Please check one: **Meter Readings verified:** ☐ Monthly ☐ Quarterly ☐ Other: _____ (If nothing is selected, then Quarterly will be your Meter Reading option.)

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

OWNER	SIGNATURE	TITLE	DATED
UBEO West, LLC	John Gallegos	VP/GM	05/06/2025

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
Tehama County Sheriff	X	Sheriff - Coroner	6/30/25

FEDERAL TAX I.D. # PRINT NAME

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month. In addition, should this Agreement replace a previous UBEO West, LLC generated equipment rental, a CLOSING BILL on the agreement being replaced, up to the installation date of the new equipment, will be sent approximately (10) days after delivery of the new equipment. You agree to pay this CLOSING BILL charges as they represent valid charges for product and services provided under the prior agreement up to the installation date of the new equipment. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to $50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to $50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of $125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent which will not be unreasonably withheld.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of $250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to $50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Owner or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY**.

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You have been informed that a surge protector is recommended to protect your electronic investment from harmful high voltage power disturbances. Said surge protectors should have network protection when connected in a network environment. Units that provide network protection are available through UBEO West, LLC. You are responsible for providing manufacturer recommended adequate power supply. Check one of the following: ☐ Purchased ☐ Has existing ☐ Declined and will be responsible for damage caused by not having a surge protector. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. An image/scan is equal to a single sided 8.5" x 11" copy or print. Each month, you are entitled to produce the minimum number of images/scans shown on page 1 of this Agreement for each applicable image/scan type. Regardless of the number of images/scans made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. If at any time during the term of this Agreement meter readings are not collected electronically there will be a $5 fee assessed per device, per month for the term of this Agreement or until the meter readings are set-up electronically. You agree to pay the applicable overage charge for each metered image/scan that exceeds the applicable minimum number of images/scans. Images/scans made on equipment marked as not financed under this Agreement will be included in determining your image/scan and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. If you have multiple devices at the installation address, which use the same supplies provided under this Agreement, all devices using the same supplies must be covered under an active agreement with Supplier. UBEO West, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

14. **EXCLUSIONS:** Maintenance service under the Arrangement is contingent upon proper use of the device. The Arrangement does not include: a) Repairs resulting from causes other than normal use; your willful act, use of any paper stock that does not meet device specifications, negligence or misuse including, without limitation, damage to any part or mechanisms and/or use or supplies or spare parts not manufactured and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire , flood etc.), theft, or any other unusual circumstance. b) Repairs made necessary by service performed by personnel other than UBEO West, LLC representative. c) Work which you request to be performed outside regular business hours. d) Reconditioning or modification to the Equipment except those specified by UBEO West, LLC's Technical Service Department to assure greater performance of the Equipment. e) Any and all work related to data flow between the covered device and your computers, software or computer network; or work on your computers, software or computer network independent of the Equipment. f) Repairs to the Equipment that is past the manufactures end of service life.

UBEO Lease Agreement 2025-2030 - Modified

Final Audit Report 2025-06-05

Created:	2025-06-05
By:	Tehama County Sheriff-Coroner (accounting@tehamaso.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAla7ZU1-2HyQv2fcnFuZyIs2AsQ2otu1L

"UBEO Lease Agreement 2025-2030 - Modified" History

Document created by Tehama County Sheriff-Coroner (accounting@tehamaso.org)
2025-06-05 - 5:22:27 PM GMT

Document emailed to jgallegos@ubeo.com for signature
2025-06-05 - 5:22:32 PM GMT

Email viewed by jgallegos@ubeo.com
2025-06-05 - 5:24:08 PM GMT

Signer jgallegos@ubeo.com entered name at signing as John Gallegos
2025-06-05 - 5:26:02 PM GMT

Document e-signed by John Gallegos (jgallegos@ubeo.com)
Signature Date: 2025-06-05 - 5:26:04 PM GMT - Time Source: server

Agreement completed.
2025-06-05 - 5:26:04 PM GMT

Powered by
Adobe
Acrobat Sign

Tehama County

Minutes Certification

File Number: 25-1061 **Enactment Number: MISC. AGR 2025-187**

28. SHERIFF'S OFFICE **25-1061**

a) AGREEMENT - Request approval and authorization for the Chairman and the Sheriff to sign the Lease and Maintenance agreement with UBEO West, LLC for the lease of 8 multifunction devices (copier/printer/scanner/fax) and 8 printers, for the rates set forth in Exhibit "B", with maximum compensation to not exceed $25,000 per year for 5 years, effective 4/22/25 and shall terminate on 4/21/30

Enactment No: MISC. AGR 2025-187

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

RESULT: APPROVE

I, SEAN HOUGHTBY, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 6/24/2025.

Attest: **June 30, 2025**
Date Certified

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: UBEO, West, LLC

Document Description: Amendment No. 2 to lease of multifunctional devices

APPROVED AS TO FORM:

Date: 4/8/22

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

Tehama County

Agenda Request Form

File #: 26-0579 **Agenda Date:** 4/28/2026 **Agenda #:** 19.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM - Administrative Services Director Tom Provine

Requested Action(s)
a) PUBLIC HEARING - Conduct a Closeout Hearing for the 2023 Community Development Block Grant (CDBG) Parking Facilities Public Facilities and Improvements Grant, to review the Final Grantee Performance Report, and to review the past use of funds and program performance for the 23A-CDBG-20004 and 23A-CDBG-IH-20004-A1 contract

1) Review background of project and accomplishments
2) Open hearing
3) Receive public comments
4) Close hearing
5) Board questions and answers
6) Direct staff to submit required close out documents

Financial Impact:
Funding for this project comes from a CDBG grant and is budgeted in Accumulated Capital Outlay (ACO) account 1081-57554.

Background Information:
Per the requirements of the CDBG contract, the County is required to hold a public hearing to review the use of funds and program performance for the 23A-CDBG-20004 and 23A-CDBG-IH-20004-A1 contract. This agreement with the State of California Department of Housing and Community Development also requires the County to solicit citizen input regarding the outcome and accomplishments of the funding received and expended under these programs.


ATTACHMENT A - LIMITS OF PROJECT PARKING LOT SLURRY SEAL AND RESTRIPING
Image © 2024 Airbus

Notice of Public Meeting on the Status of CDBG Funded Activities

NOTICE IS HEREBY GIVEN that the County of Tehama will hold a public hearing on April 28th, 2026, 10:00 am, at Board of Supervisors Chambers, 727 Oak Street Red Bluff, CA. The purpose of the hearing will be to update residents on the progress of the Walnut Street Complex Parking Lot Project. The project is being funded through a Community Development Block Grant provided by the California Housing and Community Development Authority.

The following information related to the project is available at 727 Oak Street, Red Bluff, CA between the hours of 8:30 am and 5:00 pm Monday through Friday, excluding holidays or by emailing: Arminda Searcy at asearcy@tehama.gov

Project progress/status of completion and expected timeframe to completion.

A. Results to date and projected totals, such as number of beneficiaries assisted, housing units completed, portion of project in service, or persons served.

B. Funds expended, balance of funds available, and budget expectations to completion.

All persons interested in the status of funding, or the progress of the project are welcome to attend this meeting. Written comments can be directed to the County of Tehama at PO Box 250, Red Bluff, CA 96080 or you may contact Clerk of the Board by telephone or email at (530) 527-3287 and tcbos@tehama.gov no later than 3:00 pm on April 24th to ensure placement in the official record of the hearing.

The County of Tehama does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodations to participate in the public hearing, please contact Arminda Searcy at least 3 days prior to the scheduled hearing.

Aviso de reunión pública sobre el estado de las actividades financiadas por el CDBG

Por la presente se notifica que el Condado de Tehama celebrará una audiencia pública el 28 de abril de 2026 a las 10:00 am en Board of Supervisors Chambers, 727 Oak Street, Red Bluff, CA. El propósito de la audiencia será informar a los residentes sobre el progreso del proyecto del estacionamiento del Complejo de Walnut Street. El proyecto se financia mediante una subvención del Programa de Desarrollo Comunitario (CDBG) otorgada por la Autoridad de Vivienda y Desarrollo Comunitario de California (California Housing and Community Development).

La siguiente información relacionada con el proyecto está disponible en 727 Oak Street, Red Bluff, CA, entre las 8:30 a. m. y las 5:00 p. m., de lunes a viernes, excepto festivos, o enviando un correo electrónico al contacto que figura a continuación: Arminda Searcy, asearcy@tehama.gov

Progreso/estado de finalización del proyecto y plazo previsto para su finalización.

A. Resultados obtenidos hasta la fecha y totales proyectados, como el número de beneficiarios asistidos, las viviendas terminadas, la parte del proyecto en funcionamiento o las personas atendidas.

B. Fondos gastados, saldo de fondos disponibles y previsiones presupuestarias hasta la finalización del proyecto.

Todas las personas interesadas en el estado de la financiación o el progreso del proyecto están invitadas a asistir a esta reunión. Los comentarios por escrito pueden dirigirse al Condado de Tehama, a PO Box 250, Red Bluff, CA 96080 o pueden comunicarse con Clerk of the Board por teléfono o correo electrónico al (530) 527-3287 o a tcbos@tehama.gov a más tardar a las 15:00 horas del 24 de abril para garantizar su inclusión en el acta oficial de la audiencia.

El Condado de Tehama no discrimina por motivos de raza, color, origen nacional, sexo, orientación sexual, identidad de género, edad, religión o discapacidad. Si necesita adaptaciones específicas para participar en la audiencia pública, comuníquese con Arminda Searcy al menos 3 días antes de la fecha programada.

Tehama County

Agenda Request Form

File #: 26-0617 **Agenda Date:** 4/28/2026 **Agenda #:** 20.

BOARD OF SUPERVISORS

Requested Action(s)
a) Request approval and authorization for the Chair to sign and submit a letter of opposition to AB 2214 (Jackson) - Local Agency Investment Fund: Community Reinvestment Account

Financial Impact:
No financial impact at this time.

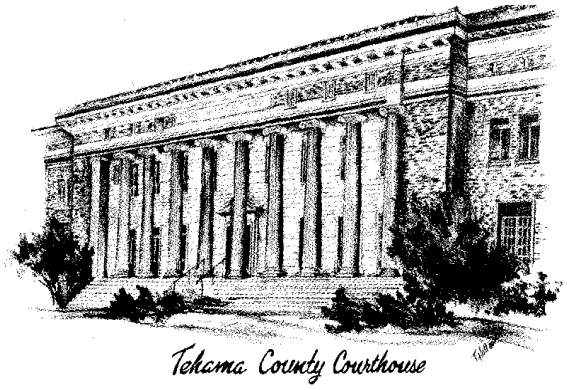
Background Information:
The Tehama County Treasurer-Tax Collector is bringing AB 2214 (Jackson) to the Board's attention due to its potential impact on the Tehama County Treasury Pool. AB 2214 (Jackson) would require the State's Local Agency Investment Fund (LAIF) to invest a portion of its funds in longer-term, higher -risk investments.

LAIF is a pooled investment program managed by the California State Treasurer that allows local governments to deposit and manage public funds. It invests in very safe, low-risk securities and is designed to preserve capital while maintaining immediate liquidity. LAIF is one of the liquidity options in our toolkit that we use to securely hold money needed for day-to-day operations, ensuring it can be quickly withdrawn when needed.

AB 2214 would require approximately 5-10% of LAIF funds to be redirected into longer-term lending and investment activities, which would reduce liquidity and increase risk. This proposal was not requested by the State Treasurer or local agencies and is being advanced primarily by stakeholders in the lending community seeking additional mandated investment capital sourced from public funds.

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Steve Zane
District 4 – Matt Hansen
District 5 – Greg Jones



Gabriel Hydrick
Chief Administrator

April 28, 2026

The Honorable Cory Jackson
California State Assembly, District 60
1021 O Street, Suite 6120
Sacramento, CA 95814

RE: AB 2214 (Jackson) Local Agency Investment Fund: Community Reinvestment Account – Oppose

Dear Assemblyman Jackson:

On behalf of the County of Tehama, we write in respectful opposition to AB 2214, which would authorize the use of local agency funds on deposit with the State Treasurer's Local Agency Investment Fund (LAIF) for purposes that are inconsistent with the liquidity needs and fiduciary responsibilities of local governments such as Tehama County.

LAIF is managed by the California State Treasurer's Office (STO) and invests in high-quality, low-risk securities such as U.S. Treasuries. Its primary purpose is the preservation of capital, with return on investment as a secondary consideration. For Tehama County, LAIF serves as an important liquidity option to safeguard public funds while ensuring those funds remain readily accessible to meet near-term financial obligations, including payroll, debt service, and operational expenses. Access to LAIF funds is efficient—typically same day or next business day—making it a reliable and essential component of the County's treasury management strategy.

Given the statutory limitations on how local governments may invest public funds, LAIF provides a trusted balance between safety, liquidity, and modest returns. Tehama County uses LAIF as one of its many tools in a larger diversified investment approach that supports both short- and medium-term fiscal needs while maintaining compliance with prudent investment standards.

AB 2214 proposes to redirect a portion of funds deposited in LAIF into a new fund for lending activities that are not aligned with LAIF's core purpose. Such a change would fundamentally alter the risk and liquidity profile of LAIF. For Tehama County, this would create significant concern: funds currently relied upon for immediate access could become less liquid and subject to increased risk. As a result, the County would be compelled to end its relationship with LAIF and utilize other liquidity products.

The strength of LAIF lies in its scale, stability, and conservative management; altering its structure in the manner proposed could undermine these benefits and increase risk and costs for participating entities.

As stewards of public funds, Tehama County officials are entrusted with upholding the highest standards of safety and liquidity. Any changes that diminish these principles would render an investment vehicle inconsistent with the prudent investor standard required under California law. Additionally, reducing collateral protections or redirecting funds toward longer-term lending activities conflicts with the County's responsibility to ensure funds are available when needed.

Tehama County's opposition to AB 2214 should not be interpreted as opposition to the policy goals the bill seeks to address. However, using local taxpayer funds—intended to remain secure and liquid—for longer-term or less predictable lending purposes is not appropriate. Such a shift would compromise the integrity of LAIF and its ability to serve local governments effectively.

For these reasons, the County of Tehama respectfully opposes AB 2214.

Sincerely,

Tom Walker, Chair
Tehama County Board of Supervisors

Tehama County

Agenda Request Form

File #: 26-0603 **Agenda Date:** 4/28/2026 **Agenda #:** 21.

PUBLIC WORKS / PERSONNEL / ADMINISTRATION - Chief Administrator Gabriel Hydrick

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair to sign an Employment Agreement with Danny Newton for the position of Director of Public Works, effective 7/1/26 through 6/30/30

Financial Impact:
The total salary, benefits, and roll-up costs for the first year of the Employment Agreement for the Director of Public Works at Step E is estimated to range from approximately $308,558 to $321,191.

Background Information:
A competitive recruitment was conducted six times for the position of Director of Public Works and Mr. Newton has been selected by the Board of Supervisors as the most qualified applicant. As a result, the salary, benefits, and all terms and conditions are contained in the proposed Employment Agreement for Board consideration.

Under the proposed Employment Agreement, $1,000 per month of Mr. Newton's annual salary shall be allocated, for accounting purposes, to the duties performed by Newton in the capacity of Road Commissioner, with the remaining salary allocated to duties performed as Director of Public Works. In addition, Mr. Newton shall receive an additional $1,000 per month in recognition of his possession of a valid Professional Engineering License issued by the California Board for Professional Engineers, Land Surveyors, and Geologists.

If Mr. Newton obtains a Professional Land Surveyor License issued by the same licensing authority within the first year of the Employment Agreement, he shall receive an immediate 5% increase to his base salary. Upon completion of one full year of possessing such license, he will receive an additional 5% increase to his base salary. If Mr. Newton does not obtain a Professional Land Surveyor License within the first year of the Employment Agreement, he shall receive a 5% increase to his base salary effective the first day of the second year of the Employment Agreement in recognition of continued possession of a valid Professional Engineering License. Should he obtain the Professional Land Surveyor License at a later date, he shall receive a 5% increase to his base salary upon completion of one full year of possessing the license. This wage rate increase shall not exceed 10% above the base salary.

Benefits contained within the Employment Agreement include a $60 per month cell phone allowance; 240 hours of Personal Time Off (PTO) per year, with 100 hours of PTO frontloaded at time of hire and the ability to cash-out 60 hours per calendar year consistent with the provisions outlined in the Tehama County Management Employees Association (TCMEA) Memorandum of Understanding (MOU); 40 hours of Management Time Off per fiscal year; one (1) personal holiday per fiscal year; Parental Leave; Bereavement Leave, and participation in County sponsored Deferred Compensation

plan on the same terms as employees in the TCMEA.

Additionally, the proposed Employment Agreement clarifies Mr. Newton is considered a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "classic" employee as defined in the California Public Employees' Pension Reform Act of 2013 and stipulates Mr. Newton shall participate in the CalPERS 2% at 55 defined benefit program. Mr. Newton will be required to pay the employee member contribution equal to seven percent (7%) of his compensation up to the maximum limit established by CalPERS. The County will not pay any portion of this contribution on behalf of Mr. Newton.

This is a contract, overtime-exempt position. In the event the County of Tehama agrees to a percentage increase in salary on or after the effective date of this contract, for all classifications represented by TCMEA, Mr. Newton's salary will be increased by an equal percentage.

Should the Board not approve the proposed Employment Agreement with Mr. Newton, the County will lose the opportunity to appoint a highly qualified candidate to the position of Director of Public Works.

TEHAMA COUNTY
and
DANNY NEWTON
EMPLOYMENT AGREEMENT
for the position of
Director of Public Works

THIS AGREEMENT, is made and entered into on April 28, 2026 and effective commencing July 1, 2026 by and between the Tehama County Board of Supervisors, hereinafter called "COUNTY" and DANNY NEWTON, hereinafter called "NEWTON" both of whom understand as follows:

WITNESSETH

WHEREAS, COUNTY desires to employ the services of NEWTON as Director of Public Works from the effective date hereof until June 30, 2030; and

WHEREAS, it is the desire of COUNTY to provide certain benefits, to establish certain conditions of employment and to set working conditions for NEWTON; and

WHEREAS, NEWTON desires employment in the position described above; and

WHEREAS, except as otherwise provided herein, all provisions of the personnel rules and regulations of the COUNTY relating to leave, expense reimbursement, retirement and pension system contributions, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to NEWTON as they would to any employees of the County; and

WHEREAS, the COUNTY Board shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of NEWTON provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other law.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties
COUNTY hereby agrees to employ NEWTON as the Director of Public Works to perform the functions and duties as specified in the Director of Public Works classification specification heretofore or hereinafter approved by the Tehama County Board of Supervisors and to perform other legally permissible and proper duties and functions of the Public Works Department from time to time as may be assigned.

Except as otherwise provided by COUNTY, a workweek is defined to consist of seven (7) consecutive calendar days, Sunday through Saturday, consisting of forty (40) hours. NEWTON shall report for work at his regular established headquarters and shall return hereto at the conclusion of the day's work, except for off-site COUNTY business, or as otherwise established.

Section 2: Term
NEWTON agrees to remain in the exclusive employ of COUNTY until June 30, 2030 and further agrees to accept no other employment that may conflict with NEWTON's performance of duties, unless approved by Personnel, until this termination date, unless said termination date is affected as hereinafter provided.

Section 3: Salary
For purposes of this Agreement, NEWTON shall be considered an overtime-exempt County employee. The salary and benefits provided under this Agreement shall constitute the total compensation for all services provided by NEWTON under this Agreement.

In full consideration for services rendered, and the satisfactory job performance of specified duties, COUNTY agrees to pay NEWTON hereto an annual salary, payable in twenty-six (26) installments, on the same biweekly basis as other employees of the COUNTY, and prorated on actual hours worked within the annual period. Annual salaries will be as follows:

July 1, 2026 through June 30, 2027	$232,601.00 Annually
July 1, 2027 through June 30, 2028	$232,601.00 Annually
July 1, 2028 through June 30, 2029	$232,601.00 Annually
July 1, 2029 through June 30, 2030	$232,601.00 Annually

Included within each annual salary amount, an additional One Thousand Dollars ($1,000) per month shall be allocated, for accounting purposes, to the duties performed by NEWTON in the capacity of Road Commissioner, with the remainder allocated to the duties performed as Director of Public Works.

Furthermore, in addition to the annual salary set forth herein and in recognition of NEWTON's possession of a valid Professional Engineering License issued by the California Board for Professional Engineers, Land Surveyors, and Geologists, NEWTON shall be entitled to an additional stipend of One Thousand Dollars ($1,000) per month.

Within the first year of this Agreement and effective immediately upon NEWTON obtaining a Professional Land Surveyor License issued by the California Board for Professional Engineers, Land Surveyors, and Geologists NEWTON shall be entitled to a five percent (5%) increase to his base salary. In addition, upon completion of one (1) full year of possessing such license, NEWTON shall receive an additional five percent (5%) increase to his base salary.

In the event NEWTON does not obtain a Professional Land Surveyor License within the first year as described above, NEWTON shall, in lieu of the salary increase associated with obtaining such license, be entitled to a five percent (5%) increase to his base salary for continued possession of a valid Professional Engineering License issued by the California Board for Professional Engineers, Land Surveyors, and Geologists, effective the first day of the second year of this Agreement. Should NEWTON obtain a Professional Land Surveyor License issued by the California Board for Professional Engineers, Land Surveyors, and Geologists thereafter, NEWTON shall be entitled to a five percent (5%) increase to his base salary upon the completion of one (1) full year of

possessing such license.

In the event that, during the term of this Agreement, COUNTY agrees to adjustments in employment compensation, such as increases or reductions in salary, increased contributions to CalPERS, or changes to other benefits for all classifications represented by the Tehama County Management Employees Association, herein after called "TCMEA", NEWTON's base annual salary will be adjusted by an equal percentage. Any such adjustments shall be effective for all calendar months commencing after the effective date of the adjustment as stated in the Memorandum of Understanding between COUNTY and the TCMEA currently in effect (hereinafter the "MOU").

Notwithstanding any other provisions of this Agreement, the COUNTY's Board of Supervisors reserves the right, in its sole discretion, to increase the compensation paid by COUNTY to NEWTON during the term of this Agreement. The compensation stated in this Agreement shall not be deemed to be a fixed amount for the entire term of this Agreement, and may be increased, in the discretion of the Board of Supervisors, consistent with the California Constitution, Article XI, Section 10, subdivision (a).

Except as stated above, COUNTY shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of NEWTON, except with the concurrence of NEWTON and then only to the degree of such a reduction across-the-board for all employees of the Department in which NEWTON is employed (including a reduction resulting from employee furloughs).

Except as provided in the cell phone allowance, partial months will be prorated based on the number of days this Agreement is in force during the month calculated as a percentage of the total number of calendar days in the month.

Section 4: Cellular Telephone Allowance

As NEWTON's duties require the use of a cellular telephone in the course of County business, COUNTY agrees to provide NEWTON a cellular telephone allowance of $60 per month to cover all costs of related equipment and service. This cellular telephone allowance is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for NEWTON and shall not be prorated.

Section 5: Automobile

Should it be required that NEWTON use his personal vehicle in the performance of his official County duties, it is agreed that NEWTON will be reimbursed at the approved County reimbursement rate. This mileage reimbursement is not considered part of salary and is therefore not included in California Public Employees' Retirement System calculations for NEWTON.

Section 6: Personal Time Off (PTO)

In lieu of accruing vacation or sick leave, NEWTON shall accrue and have credited to his personal account, Personal Time Off (PTO) leave. At the commencement of this Agreement, NEWTON shall be credited with 100 hours of PTO which shall be added to his PTO balance. Following the commencement date, NEWTON shall accrue an additional PTO at a rate of 240 hours per year

(9.23 hours per pay period) of full-time service (prorated for any part-time work or unpaid leaves). Accrual of PTO shall continue until such time NEWTON has accrued a total balance of five hundred (500) hours, at which point the accrual of additional time beyond 500 hours shall cease.

NEWTON shall have one (1) personal holiday (8 hours) added to his PTO balance each July 1st, subject to the 500-hour cap.

The Board of Supervisors may, in its discretion and at NEWTON's request, compensate NEWTON for up to sixty (60) hours of accumulated PTO leave, once per calendar year, in lieu of PTO time off with pay, consistent with the method utilized by COUNTY for members of TCMEA.

Section 7: Management Leave

NEWTON shall have five (5) paid management leave days (40 hours) added to his Management Time Off (MTO) bank each July 1st. MTO and the MTO bank are separate and distinct from PTO and PTO bank. MTO does not constitute additional wages, and shall not be considered vested for any purpose. All MTO shall be used within the fiscal year in which it was granted, or NEWTON will lose that MTO.

In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the number of paid MTO hours for employees represented by TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the number of MTO hours credited to NEWTON hereunder shall be increased or decreased by an equal amount, commencing the following July 1st.

Section 8: Holidays

NEWTON shall be entitled to COUNTY holidays in accordance with members of TCMEA.

Also consistent with the method utilized by COUNTY for members of TCMEA, if NEWTON is in a non-pay status on both workdays immediately adjacent to the holiday, NEWTON shall not receive pay for the holiday.

Section 9: Health and Life Insurance

COUNTY agrees to provide comprehensive medical, vision, life and dental insurance for NEWTON and his dependents. The method utilized to calculate the portion of the premium, if any, paid by COUNTY shall be consistent with the method utilized by COUNTY to calculate the contribution for employees covered by the MOU. NEWTON may elect to participate in the County's Premium Only Section 125 benefit program, which allows pre-tax benefits for employees' contributions to the group health insurance premium.

COUNTY will make an Employee Assistance Program (EAP) available. The EAP will provide personal counseling on legal services and personal and work-related issues for NEWTON and/or members of his immediate family.

COUNTY will allow NEWTON to establish an employee-funded Flexible Spending Account, which currently provides employees with the options of Dependent Care Assistance and Unreimbursed Medical Expenses. The plan year maximum for Flexible Spending Accounts will

be determined by the contribution limits set by the Internal Revenue Service.

Section 10: Retirement
The parties acknowledge and agree that NEWTON is a local miscellaneous member of the California Public Employees' Retirement System (CalPERS), and a "Classic" employee as defined in the California Public Employees' Pension Reform Act of 2013.

NEWTON shall participate in the CalPERS 2% at 55 defined benefit program, as set forth in the California Public Employees' Pension Reform Act of 2013. Retirement is integrated with Social Security.

The parties acknowledge and agree that the required CalPERS member contribution for NEWTON shall be seven percent (7%) of the compensation paid to NEWTON hereunder. COUNTY will not pay any part of the required member contribution on behalf of NEWTON

The CalPERS retirement plan includes "Pre-Retirement Optional Settlement 2 Death Benefit" as described in Government Code 21548.

Section 11: Deferred Compensation
NEWTON may participate in the Section 457 Deferred Compensation Plan the COUNTY offers to its other employees on the same terms as the MOU. In the event that, during the term of this Agreement, COUNTY and the TCMEA agree to increase or decrease the matching deposit for employees represented by the TCMEA, or that such adjustment is otherwise lawfully imposed by COUNTY, then the matching deposit provided to NEWTON hereunder shall be increased or decreased by an equal amount, commencing the following month.

Section 12: Professional and Official Travel
COUNTY hereby agrees to pay for travel and subsistence expenses of NEWTON in accordance with adopted COUNTY travel policy for professional and official travel, meetings and occasions adequate to continue the professional development of NEWTON and to adequately pursue necessary official functions for COUNTY, including conferences specific to the Director of Public Works functions and such other related national, regional, state and local governmental groups and committees thereof which NEWTON serves as a member, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

COUNTY also agrees to pay for travel and subsistence expenses of NEWTON, in accordance with adopted County travel policy, for short courses, institutes and seminars that are necessary for his professional development and for the good of the COUNTY, subject to the COUNTY budget as approved by the COUNTY Board of Supervisors.

If NEWTON is assigned to temporary work at such distance from his regular headquarters that it is impractical to return thereto each day, or to his regular place of abode, NEWTON will be allowed personal expenses or per diem as established by the Board of Supervisors.

Section 13: Resignation
Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of NEWTON

to resign from his position with COUNTY. If NEWTON voluntarily resigns his position with COUNTY before expiration of the aforesaid term of his employment, then NEWTON shall give COUNTY two (2) months' notice in advance, unless the parties agree otherwise.

Section 14: Termination and Severance Pay

The Director of Public Works serves at the will of the COUNTY, subject to Tehama County Charter. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the COUNTY to terminate the services of NEWTON at any time. If NEWTON is terminated by the COUNTY before expiration of the aforesaid term of employment, and if NEWTON is willing and able to perform his duties under this Agreement, and if termination is for other than "just cause," then the COUNTY will pay NEWTON a lump-sum cash payment. Said lump-sum cash payment shall be equal to three month's aggregate salary and benefits.

If termination is for "just cause" or disability that cannot reasonably be accommodated, then no severance payment shall be made.

NEWTON shall also be compensated for all unused earned PTO leave in the same manner as is provided for unused earned vacation leave in the MOU. MTO is not considered vested, and NEWTON shall receive no compensation for unused MTO.

Section 15: Industrial Injury or Illness

Should NEWTON be absent from work as a result of a work-related disability, and is receiving temporary disability indemnity payments provided for by the Labor Code of the State of California, NEWTON may elect to utilize State Disability Insurance, MTO and/or PTO to supplement his temporary disability indemnity payments, up to a maximum of full salary. During the time NEWTON is receiving temporary disability indemnity payments, which are supplemented by State Disability Insurance and accrued leave, NEWTON shall continue to accumulate additional MTO/PTO, and is entitled to continuation of the employee's insurance benefit program on the normal premium-sharing formula. Following exhaustion of all accumulated MTO/PTO, NEWTON 's insurance benefits shall be continued on the normal premium-sharing formula for a maximum of six (6) full calendar months, following the date of exhaustion of other forms of County paid time off.

If NEWTON is absent by reason of industrial disability, NEWTON may be returned to work by COUNTY and given temporary light duties within the employee's ability to perform, with the consent of his physician. The duration of any such period of temporary work shall be determined by COUNTY. NEWTON shall be compensated at the then-current rate of pay while engaged in such temporary duties. COUNTY may require NEWTON when requesting to return to work after an absence caused by disability or illness, to submit to a medical examination by a physician or physicians approved by COUNTY for the purpose of determining that such employee is physically and mentally fit and able to perform the duties of the Director of Public Works position without hazard to self or to his fellow workers, or to his own permanent health.

Nothing herein shall be construed nor applied in a way which is inconsistent with any employee right under the State of California Workers' Compensation Act or related statutes, or be construed to waive any rights contained therein.

Should NEWTON return to work from a workplace industrial injury or illness, NEWTON shall receive up to four (4) hours of paid release time per visit or appointment with a physician or other appropriate healthcare provider providing ongoing medical treatment prescribed by the workers' compensation physician that is in relation to the industrial illness or injury itself. The release time is permitted until NEWTON has been deemed permanent and stationary by the workers' compensation physician or workers' compensation third party administrator.

Section 16: Incapacity and Unpaid Leave

Subject to all applicable provisions of the Family Medical Leave Act (FMLA), California Family Right Act (CFRA), and any other statute or regulation pertaining to leaves or disability, if NEWTON is permanently disabled and cannot be reasonably accommodated, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health, COUNTY shall have the option to terminate this Agreement.

In the event that a non-statutory leave is approved by the Board of Supervisors due to NEWTON's incapacity, or for any other reason, NEWTON shall not receive any salary, stipend or other compensation hereunder once NEWTON's accrued leave balances have been exhausted. Time spent on an unpaid leave of absence shall not be treated as COUNTY service for any purpose under this Agreement and NEWTON shall not accrue PTO benefits while on unpaid leave.

If the COUNTY believes NEWTON is abusing leave, they may require satisfactory evidence of sickness or disability before payment of leave will be made.

Should NEWTON fail to return to work within three (3) workdays of the expiration of approved leave, NEWTON shall be deemed to have tendered an automatic resignation. However, when there are extenuating or mitigating circumstances which delay the employee's return, the COUNTY will allow NEWTON an opportunity to provide the circumstances to make a final determination of employment by way of appealing a finding that NEWTON had automatically resigned.

Health insurance will be continued on the normal premium share-of-cost basis for the duration of any statutory leaves of absence. Prior to five (5) years of continuous regular COUNTY service, if NEWTON is on a leave of absence beyond any accrued leaves, NEWTON may maintain the COUNTY's group health insurance coverage for one (1) full calendar month on the normal premium share-of-cost basis. After five (5) or more years of continuous regular COUNTY service, if NEWTON is on a leave of absence beyond any accrued leaves, NEWTON may maintain the COUNTY's group health insurance coverage for a total of three (3) months on the normal premium cost-sharing basis. NEWTON may receive the insurance continuation payment by the employer only once in a twelve (12) month period. The twelve (12) month period begins the date NEWTON returns to work from the leave of absence in which NEWTON completed the use of the one (1) month or three (3) month insurance continuation payment benefit referred to in this section.

Section 17: Performance Evaluation

The Chief Administrator shall review and evaluate the performance of NEWTON at least once during each year. Said review and evaluation shall be conducted in a manner consistent with COUNTY Department Head evaluation policies. Said criteria may be added to or deleted from as

COUNTY may from time to time determine, in consultation with NEWTON. Further, the COUNTY Chief Administrator shall provide NEWTON with a summary written statement of the findings and provide an adequate opportunity for NEWTON to discuss his evaluation with the Chief Administrator, and as appropriate, the Board of Supervisors.

At the time of evaluation, COUNTY and NEWTON shall define such goals and performance objectives that they determine necessary for the proper operation of the Public Works Department and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time and budgetary resources provided.

In effecting the provisions of this Section, COUNTY and NEWTON mutually agree to abide by the provisions of applicable law.

Section 18: Safety

COUNTY desires to maintain a safe place of employment for COUNTY employees and to that end, COUNTY shall make all reasonable provisions necessary for the safety of employees in the performance of their work.

Section 19: Indemnification

To the extent that NEWTON is acting in his official capacity as the Director of Public Works, NEWTON shall be considered as a COUNTY employee for purposes of indemnity and the COUNTY shall defend, save harmless, and indemnify NEWTON against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the course and scope of NEWTON's duties as Director of Public Works.

Section 20: Bonding

COUNTY shall bear the full cost of any fidelity or other bonds required of NEWTON under any law or ordinance.

Section 21: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. COUNTY: Chairman of the Board of Supervisors, 727 Oak Street, Red Bluff CA, 96080
B. NEWTON: DANNY NEWTON at the permanent address on record with the COUNTY Auditor

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 22: General Provisions

A. The text herein shall constitute the entire agreement between the parties.
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors

of NEWTON.

C. This Agreement shall become effective commencing July 1, 2026.

D. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Tehama County Board of Supervisors has caused this Agreement to be signed and executed in its behalf by its Chairperson, and duly attested by the Clerk of Tehama County, and NEWTON has signed and executed this Agreement, both in duplicate, the day and year first above written.

_____

TOM WALKER
Chairman, Board of Supervisors

_____

DANNY NEWTON
Employee

Approved as to form:

_____

MARGARET LONG
County Counsel

E-Contract Review
Approval as to Form

Department Name: Personnel

Vendor Name: Danny Newton

Contract Description: For the purpose of Public Works Director employment agreement

APPROVED AS TO FORM:



Date: 04/14/2026

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 26-0463 **Agenda Date:** 4/28/2026 **Agenda #:** 22.

CLOSED SESSION

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

Title: Part One of the Chief Administrator Annual Performance Evaluation Process

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 26-0468 **Agenda Date:** 4/28/2026 **Agenda #:** 23.

CLOSED SESSION

Requested Action(s)

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

Title: Senior Deputy County Counsel

Financial Impact:

Click here to enter Financial Impact.

Background Information:

Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0505 **Agenda Date:** 4/28/2026 **Agenda #:** 24.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Joint Council of IUOE, Local 39

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0506 **Agenda Date:** 4/28/2026 **Agenda #:** 25.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Deputy Sheriffs Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0507 **Agenda Date:** 4/28/2026 **Agenda #:** 26.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Probation Officers Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0508 **Agenda Date:** 4/28/2026 **Agenda #:** 27.

CLOSED SESSION

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

Agency Negotiators: Che Johnson & Coral Ferrin
Employee Organization: Management Employees Association

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0585 **Agenda Date:** 4/28/2026 **Agenda #:** 28.

CLOSED SESSION

Requested Action(s)
a) EXISTING LITIGATION - Conference with legal counsel pursuant to Government Code § 54956.9, subdivision (d)(1) concerning litigation that has been formally initiated. The case name is National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-md-02804-DAP

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 26-0606 **Agenda Date:** 4/28/2026 **Agenda #:** 29.

CLOSED SESSION

Requested Action(s)
a) ANTICIPATED LITIGATION - CONFERENCE WITH LEGAL COUNSEL - (Government Code Section 54956.9 subdivision (d)(2)) (one case)

Financial Impact:
Click here to enter Financial Impact.

Background Information:
Click here to enter Background Info.