TEHAMA COUNTY BOARD OF SUPERVISORS

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

AGENDA FOR TUESDAY, SEPTEMBER 9, 2025

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

The Board wishes to ensure that business is conducted in an orderly fashion and the public is asked to be courteous and polite when addressing the Board and to be respectful to others attending the Board meeting. Any disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of the Board meeting is prohibited.

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

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

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

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

Please refer to the last page of the agenda for information on how to participate in the meeting, as well as the various options being made available for members of the public to provide comment.

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

The Agenda is divided into two sections:

CONSENT AGENDA:

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

REGULAR AGENDA:

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

9:00 AM CALL TO ORDER / PLEDGE OF ALLEGIANCE

PLEASE TURN OFF OR MUTE YOUR CELL PHONE

PUBLIC COMMENT

This is a time set aside for members of the public to directly address the Board of Supervisors on any item of interest to the public that is within the subject matter jurisdiction of this board. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of section 54954.2 of the government code. This board has chosen to exercise its discretion and limit each speaker to three (3) minutes.

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

ANNOUNCEMENT OF AGENDA CORRECTIONS

PREVIOUS REPORTABLE ACTIONS FROM CLOSED SESSION

BOARD OF SUPERVISORS STANDING AND AD HOC COMMITTEE

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

Public Works Committee (Standing) (Hansen, Walker)

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

Public Safety Tax Initiative Working Group (Hansen, Jones)

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

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

Rent Control Ordinance Ad Hoc (Jones, Nolen)

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 8/10/25 - 8/23/25 **25-1539**

2. AUDITOR'S CLAIMS **25-1540**

a) Court Operations, 2017-53230, Kent R. Caruso, PH.D., $500.00.
b) Auditor-Controller, 2009-555215, State Treasurer-Cash Management, $23,122.50.
c) Auditor-Controller, 2009-555210, State Treasurer-Cash Management, $156,990.00.

3. CAMP TEHAMA **25-1504**

a) DONATION - Request approval and authorization for the Administrative Services Director to accept the donation from the Red Bluff Kiwanis of $5,000 to be used for cabin improvements.

4. BEND BRIDGE PARK **25-1507**

a) DONATION - Request approval and authorization for the Administrative Services Director to accept the donation of a concrete picnic table for Bend Bridge Park from Nancey Mackey, with a value of approximately $1,575

5. HEALTH SERVICES AGENCY / MENTAL HEALTH **25-1538**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement and supporting documents for the contract number 25-50157 with the California Department of Health Care Services (DHCS) for the provision of specialty mental health services to eligible Medi-Cal beneficiaries, effective 7/1/25 and shall terminate 12/31/26

6. HEALTH SERVICES AGENCY / ADMINISTRATION **25-1544**

a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to the agreement with Vestige Group, LLC (Misc. Agree. 2024-055), for the purpose of leasing 25 PERSA portable safety GPS tracking devices and live monitoring services, thereby changing all references to Vestige Group, LLC in Misc. Agree. 2024-055 to hereafter be referred to as Transit Safety, LLC formerly known as the Vestige Group, LLC, a Transit Technologies, LLC company, in an amount not to exceed $32,000, effective 3/5/24 to 3/4/27 *(Subject to receipt of required insurance documentation)*

7. HEALTH SERVICES AGENCY / PUBLIC HEALTH **25-1547**

a) AGREEMENT - Request approval and authorization for the Chair of the Board and Executive Director to sign the Department of Health Care Services (DHCS) Certification Statement - Health Care Program for Children in Foster Care (HCPCFC), and all other related documents, for FY 25/26 in the receivable amount of $550,688, effective 7/1/25 and shall terminate 6/30/26

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

9. COMMUNITY ACTION AGENCY / MEALS ON WHEELS / PROBATION **25-1551**

a) AGREEMENT - Request approval and authorization for the Social Services Director as ex officio-Executive Director of the Tehama County Community Action Agency and the Tehama County Chief Probation Officer to sign the interagency memorandum of understanding for the provision of providing meals for the Meals on Wheels program with a maximum compensation not to exceed $260,523, effective 7/1/25 through 6/30/26

REGULAR AGENDA

RECESS to convene as the Tehama County Air Pollution Control District

10. AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona **25-1550**

a) INFORMATIONAL PRESENTATION - Presentation regarding the Sites reservoir project

b) Discussion and direction to staff regarding the inter-district agreement

ADJOURN to reconvene as the Tehama County Board of Supervisors

11. HEALTH SERVICES AGENCY - Executive Director Jayme Bottke and Red Bluff High School Student **25-1543**

a) PROCLAMATION - Request adoption of a proclamation proclaiming September 2025 as Suicide Prevention Month in Tehama County.

12. FIRE- Fire Chief Monty Smith 25-1519

a) AGREEMENT- Request approval and authorization for Chairperson to sign the agreement with Weigand's Water Well Drilling to drill and install new potable well at the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road, Paynes Creek CA 96075 for a maximum compensation not to exceed $70,000

13. PUBLIC WORKS - Interim Director Tom Provine 25-1484

a) Request approval of the Special Provisions for the Job Order Contracting General Civil Services 2025

b) Request authorization for the Interim-Director to solicit bids for the Job Order Contracting General Civil Services 2025, with bid opening to be held at the Department of Public Works, 9380 San Benito Avenue, Gerber on October 8, 2025 at 3:00 p.m.

14. PUBLIC WORKS - Interim Director Tom Provine 25-1480

a) ROAD AGREEMENT - Request approval and authorization for the Chair to sign Amendment No. 2 to the Right of Way Contract with Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust (Road Agmt. 2021-3 as amended by Road Agmt. 2024-002) for permanent fencing and to remove and relocate the temporary berm along the permanent fence line, relative to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project, in the amount of $27,151

15. TEHAMA COUNTY FLOOD CONTROL DISTRICT / PURCHASING - Deputy Director Justin Jenson 25-1508

a) Request approval of the following bidders list for the "Transportation Cost-Based Bid for Road Materials"; and further authorize the Purchasing Agent to make purchases from the list pursuant to established procedures, with the approximate total of 23,000 tons:

1) J.F. Shea Construction, Inc. in the amount of $12.00 per ton
2) Thomes Creek Rock Co. Inc. in the amount of $14.00 per ton

16. SHERIFF'S OFFICE - Sheriff Dave Kain 25-1489

a) Request to declare the used Mortech Roll-In Two Body Refrigerator Unit, serial number 07409, County Tag #: 30942, as surplus County property

b) Request to adopt the finding that the Mortech Roll-In Two Body Refrigerator Unit has been used to store human remains and should be donated to the Trinity County Sheriff's Office, to continue to be used to store human remains, thereby serving a public purpose pursuant to Government Code section 25372

17. SHERIFF'S OFFICE / DISTRICT ATTORNEY / PROBATION DEPARTMENT - Sheriff Dave Kain 25-1407

a) Request the Board accept the Annual Military Equipment Report for the County Law Enforcement Agencies

b) ORDINANCE NO. 2149 - Request the Board adopt the uncodified ordinance to modify the existing military equipment use policy for all Tehama County law enforcement agencies
1) Waive the first reading
2) Accept the introduction

18. BOARD OF SUPERVISORS **25-1555**

a) Request ratification of the letter of support signed by the Chairman in support of the application to the Recycling Infrastructure Grant Program (RIG3)

19. BOARD OF SUPERVISORS **25-1565**

a) Discussion and possible direction to staff to draft a resolution to appoint the Chief Administrator as the designated negotiator for all labor discussions between the Board of Supervisors and unrepresented employees

20. BOARD OF SUPERVISORS **25-1545**

a) Discussion and possible action regarding the required responses to the Grand Jury Report for FY 24-25

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.

21. CLOSED SESSION **25-1518**

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

Agency Negotiators: TBD

Employee: Air Pollution Control Officer

22. CLOSED SESSION **25-1531**

a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Hunter Martin, Mary Martin, Steven Landgraf, & Kaylynne Rodrigues

Agency claimed against: Tehama County

23. CLOSED SESSION 25-1532

a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Michael Mullins
Agency claimed against: Tehama County

24. CLOSED SESSION 25-1542

a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

Property: APN 029-270-032-000
Agency Negotiator: Gabriel Hydrick
Negotiating Party: ORCA Behavioral Health / Premier Independence
Under Negotiation: Terms of Payment

REPORTABLE ACTIONS FROM CLOSED SESSION

ADJOURN

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

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS PURSUANT TO GOVERNMENT CODE SECTION 84308:

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

WAYS TO PARTICIPATE, WATCH AND LISTEN DURING THE MEETING:

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

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

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

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PROVIDE PUBLIC COMMENT BEFORE THE MEETING BY:

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

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

PROVIDE PUBLIC COMMENT DURING THE MEETING BY:

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

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

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

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

Tehama County

Agenda Request Form

File #: 25-1539 **Agenda Date:** 9/9/2025 **Agenda #:** 1.

GENERAL WARRANT REGISTER 8/10/25 - 8/23/25

Requested Action(s)

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

Tehama County

TEBK400 - Check Register

Issue Dates between Aug 10, 2025 and Aug 23, 2025

Report Generated on: **Aug 25, 2025 8:25:45 AM**

Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
00000506	06/30/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	106	PUBLIC SAFETY	2013-53240	DISTRICT ATTORNE	AS25-876 FY 24/25	$237.86
00000511	06/30/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	FY 24/25	$115.66
00000511	06/30/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	FY 24/25	$184.21
00000511	06/30/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	FY 24/25	$297.70
00000511	06/30/2025	105814	MIKE'S HEATING AND AIR INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	FY 24/25	$211.81
00000512	06/30/2025	101102	MOULE'S TEHAMA COUNTY GLASS IN	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	FY 24/25	$179.45
00000512	06/30/2025	101102	MOULE'S TEHAMA COUNTY GLASS IN	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	FY 24/25	$897.07
00000513	06/30/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$14,519.16
00000513	06/30/2025	122962	PSYNERGY PROGRAMS INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$15,984.90
00000514	06/30/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	LA1054406 FY 24/25	$826.17
00000514	06/30/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	LA1054406 FY 24/25	$527.26
00000514	06/30/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	LA1054406 FY 24/25	$468.19
00000514	06/30/2025	108325	STAPLES ADVANTAGE	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	LA1054406 FY 24/25	$584.06
00000515	06/30/2025	117904	VISIONS OF THE CROSS	112	HEALTH SERVICES	40171-55400	DRUG & ALCOHOL	FY 24/25	$3,900.00
70877609	06/30/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	101	GENERAL FUND	1073-53170	GENERAL SERVICES	FY 24/25 CREDIT	($198.46)
70877609	06/30/2025	112295	APEX TECHNOLOGY	101	GENERAL FUND	1073-53170	GENERAL SERVICES	FY 24/25 GOLD	$56,773.17

Tehama County

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
			MANAGEMENT INC					AGREEMENT	
70877623	06/30/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53230	SHERIFF	WORKSTATION-ENCUMB FY 24/25	$15,251.25
70877643	06/30/2025	V000063	COMMUNITY BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$145,379.23
70877645	06/30/2025	126292	DOCS MEDICAL GROUP	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	FY24-25 K.C. PHYSICAL 5-6-25	$360.00
70877647	06/30/2025	123043	EMPLOYMENT DEVELOPMENT DEPT	107	RISK MANAGEMENT	1101-53308	RISK MANAGEMENT	944-0103-1 FY 24/25	$23,186.00
70877652	06/30/2025	123948	LEXIS NEXIS RISK SOLUTIONS	101	GENERAL FUND	2062-53230	CODE/MARIJUANA E	1583916 FY 24/25	$274.52
70877667	06/30/2025	116026	PROFORCE MARKETING INC	106	PUBLIC SAFETY	2027-53280	SHERIFF	002134 FY 24/25	$26,901.52
70877667	06/30/2025	116026	PROFORCE MARKETING INC	106	PUBLIC SAFETY	2027-53280	SHERIFF	002134 FY-24/25	$4,729.72
70877680	06/30/2025	123035	CHICO STATE ENTERPRISES	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	003424 FY 24/25	$14,755.00
70877687	06/30/2025	130395	LUHDORFF & SCALMANINI	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	FY 24/25	$63,357.50
70877696	06/30/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2027-53120	SHERIFF	176983001 FY 24/25	$1,389.46
70877696	06/30/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2027-53120	SHERIFF	176983001 FY 25/26	$902.21
70877714	06/30/2025	V000071	REBECCA EMERY	108	SOCIAL SERVICES	5013-53290	SOCIAL SERVICES	FY 24/25 TRAVEL MTG CALSAWS CO	$648.94
70877729	06/30/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY24/25	$168.64
70877732	06/30/2025	125007	DEBRA J VILLASENOR	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY24/25	$1,482.00

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70877733	06/30/2025	V000468	FIRST 5 SISKIYOU CHILDREN & FA	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	FY24/25	$1,500.00
70877755	06/30/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	FY24/25 303946 MED DON	$502.84
70877755	06/30/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	FY25/26 303946 MED DON	$2,002.67
70877795	06/30/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	FY 24/25	$210.00
70877801	06/30/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	0000446 FY 24/25	$28,260.47
70877801	06/30/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	0000446 FY 24/25	$9,805.24
70877801	06/30/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	0000446 FY 24/25	$1,750.00
70877802	06/30/2025	101180	NVCSS	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$20,962.73
70877810	06/30/2025	129624	AEGIS TREATMENT CENTERS, LLC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	FY 24/25	$167,865.02
70877815	06/30/2025	109197	HIS IDEAS INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$19,364.09
70877821	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846 FY 24/25	$5.25
70877821	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848 fy 24/25	$5.25
70877821	06/30/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849 fy 24/25	$59.45
70877832	06/30/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	FY24/25 2023-365 E.Gonzales	$210.00
70877837	06/30/2025	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	FY 24/25	$25.75
70877874	06/30/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	FY 24/25	$43.29
70877874	06/30/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	FY 24/25	$14.13

Tehama County

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70877882	06/30/2025	V000465	GOODYEAR COMMERCIAL TIRE & SER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-0001 FY 24/25	($265.15)
70877883	06/30/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-55543	CODE/MARIJUANA E	4019-10243 FY 24/25	$2,075.12
70877885	06/30/2025	104661	INTOXIMETERS INC	106	PUBLIC SAFETY	2032-53280	JAIL	C000CATEH0 FY 24/25	$325.26
70877887	06/30/2025	110712	LABCORP OF AMERICA HOLDINGS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	04100230 PY 24/25	$100.00
70877889	06/30/2025	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	FY 24/25	$0.47
70877930	06/30/2025	133378	RESOURCE CONSERVATION DISTRICT	102	ROAD FUND	3015-53230	ROAD CAPITAL PRO	FY 24/25	$9,380.86
70877933	06/30/2025	117079	VERIZON WIRELESS	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	770720905-00030 FY 24/25	$500.42
70877934	06/30/2025	136143	VESTIS SERVICES LLC	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	1225978 FY 24/25	$112.53
70877956	06/30/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	FY 24/25	$55.07
70877956	06/30/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$57.95
70877956	06/30/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	FY 24/25	$48.73
70877956	06/30/2025	122859	ACCESS INFORMATION HOLDINGS LL	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$48.25
70877958	06/30/2025	V000607	AIR RESOURCES BOARD	601	AIR POLLUTION DI	60110-53230	AIR POLLUTION DI	FY24/25	$1,598.00
70877961	06/30/2025	120102	ALPHA & OMEGA DRAIN CLEANING	101	GENERAL FUND	7013-53180	CAMP TEHAMA	FY 24/25	$537.86
70877962	06/30/2025	100065	ALSCO INC	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	208362 FY 24/25	$1.66
70877962	06/30/2025	100065	ALSCO INC	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	208362 FY 24/25	$1.64

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70877962	06/30/2025	100065	ALSCO INC	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	208362 FY 24/25	$1.66
70877962	06/30/2025	100065	ALSCO INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	208362 FY 24/25	$1.65
70877964	06/30/2025	135787	AMN HEALTHCARE LOCUM TENENS IN	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$26,320.00
70877965	06/30/2025	135425	ANNE JUNGE	101	GENERAL FUND	7013-53220	CAMP TEHAMA	FY 24/25	$867.46
70877968	06/30/2025	123077	AURORA BEHAVIORAL HEALTHCARE	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$18,425.00
70877970	06/30/2025	100205	BOB'S TIRE CENTER	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	FY 24/25	$60.15
70877970	06/30/2025	100205	BOB'S TIRE CENTER	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	FY 24/25	$96.24
70877970	06/30/2025	100205	BOB'S TIRE CENTER	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	FY 24/25	$60.15
70877970	06/30/2025	100205	BOB'S TIRE CENTER	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	FY 24/25	$24.06
70877971	06/30/2025	135027	BOOKS BY THE BUSHEL LLC	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	PO9628 FY 24/25	$223.65
70877972	06/30/2025	V000092	BOUCHER LAW PC	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	FY 24/25	$3,426.50
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC114 FY 24/25	$204.47
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC30 FY 24/25	$9.48
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	TC61 FY 24/25	$200.68
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	TC114 FY 24/25	$73.67
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	TC30 FY 24/25	$9.48
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	TC114 FY 24/25	$73.67

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70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	TC30 FY 24/25	$9.46
70877975	06/30/2025	142466	CARREL'S OFFICE MACHINES	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	TC30 FY 24/25	$9.48
70877976	06/30/2025	111731	CASA SERENITY LLC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$21,630.00
70877977	06/30/2025	123035	CHICO STATE ENTERPRISES	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	007010 FY 24/25	$810.00
70877979	06/30/2025	100376	CITY OF RED BLUFF	512	SOBRIETY TESTS	512-301800	NOT APPLICABLE	FY 24/25	$1,285.98
70877983	06/30/2025	115208	DEPARTMENT OF FOOD & AGRICULTU	101	GENERAL FUND	2061-461060	AGRICULTURE COMM	FY24/25 Q4 DMS Fees Remittance	$172.30
70877984	06/30/2025	103534	DIAMOND MEDICAL	106	PUBLIC SAFETY	20321-53192	JAIL - HEALTH SE	10638 FY 24/25	$853.67
70877986	06/30/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	6021-53230	LIBRARY	FY 24/25	$210.00
70878038	06/30/2025	129624	AEGIS TREATMENT CENTERS, LLC	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	FY 24/25	$109,236.85
70878056	06/30/2025	132330	ADVANCED CHEMICAL TRANSPORT	220	TC SOLID WASTE M	4045-558007	TC/RB LANDFILL M	FY 24/25 IA16299	$17,520.95
70878056	06/30/2025	132330	ADVANCED CHEMICAL TRANSPORT	220	TC SOLID WASTE M	4045-558007	TC/RB LANDFILL M	FY 24/26 IA16299	$1,956.80
70878056	06/30/2025	132330	ADVANCED CHEMICAL TRANSPORT	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	FY 24/25 IA16299	$1,682.00
70878058	06/30/2025	V000558	B & T CA LLC	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	FY 24/25	$13.00
70878058	06/30/2025	V000558	B & T CA LLC	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	FY 24/25	$40.80
70878058	06/30/2025	V000558	B & T CA LLC	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	FY 24/25	$13.00
70878058	06/30/2025	V000558	B & T CA LLC	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	FY 24/25	$5.20
70878061	06/30/2025	111731	CASA SERENITY LLC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$8,760.00

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70878064	06/30/2025	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$35,880.00
70878064	06/30/2025	T0028934	CRESTWOOD BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	FY 24/25	$57,510.00
70878065	06/30/2025	108674	DELL MARKETING LP	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	FY 24/25 23026 PO 428881	$7,339.21
70878065	06/30/2025	108674	DELL MARKETING LP	101	GENERAL FUND	5060-53170	VETERANS SERVICE	FY 24/25 23026 PO 428895	$3,670.63
70878065	06/30/2025	108674	DELL MARKETING LP	107	RISK MANAGEMENT	1101-53170	RISK MANAGEMENT	FY 24/25 23026 PO 428881	$3,669.61
70878065	06/30/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40131-53800	MENTAL HEALTH	FY 24/25 26304144 PO 9630	$5,901.23
70878065	06/30/2025	108674	DELL MARKETING LP	112	HEALTH SERVICES	40131-53800	MENTAL HEALTH	FY 24/25 26304144 PO 9631	$11,218.04
70878067	06/30/2025	115808	ECLINICAL WORKS LLC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25 13109	$6,933.31
70878068	06/30/2025	133368	ECO MEDICAL INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$342.37
70878069	06/30/2025	127756	EMPOWER TEHAMA	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$450.00
70878070	06/30/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	FY 24/25 33751643	$2,233.97
70878070	06/30/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25 33751643	$5,912.18
70878070	06/30/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25 33751643	$1,860.61
70878071	06/30/2025	113434	FEDEX	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	FY 24/25 2509-5380-1	$15.01
70878072	06/30/2025	135339	FILTERBUY INC	101	GENERAL FUND	1025-53210	PURCHASING	FY 24/25	$1,716.41
70878074	06/30/2025	112838	FRONT ST INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$4,440.30

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70878076	06/30/2025	142511	GRAINGER INC	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	FY 24/25 857563555	$240.10
70878077	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	FY 24/25 419-10094	$31.89
70878077	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	FY 24/25 419-10094	$31.88
70878077	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	FY 24/25 419-10094	$31.90
70878077	06/30/2025	113113	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	FY 24/25 419-10094	$31.89
70878078	06/30/2025	112696	HENRY SCHEIN/CALIGOR	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	FY 24/25	$696.56
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40121-53170	PUBLIC HEALTH	FY 24/25 6035322540909714	$43.20
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	FY 24/25 6035322540909714	$14.89
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	FY 24/25 6035322540909714	$43.20
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	FY 24/25 6035322540909714	$210.90
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40171-53170	DRUG & ALCOHOL	FY 24/25 6035322540909714	$43.18
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	FY 24/25 6035322540909714	$20.63
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40251-53170	CLINIC SERVICES	FY 24/25 6035322540909714	$43.20
70878079	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	FY 24/25 6035322540909714	$61.35
70878081	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40121-53291	PUBLIC HEALTH	FY 24/25 6015	$349.23
70878081	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40131-53291	MENTAL HEALTH	FY 24/25 6015	$1,074.70
70878081	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40171-53291	DRUG & ALCOHOL	FY 24/25 6015	$226.14

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70878081	06/30/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40251-53291	CLINIC SERVICES	FY 24/25 6015	$65.69
70878082	06/30/2025	132636	IRIS TELEHEALTH MEDICAL GROUP	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$15,502.50
70878083	06/30/2025	127190	JAMES R COLES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$1,430.00
70878084	06/30/2025	136228	JOHN MUIR PHYSICIAN NETWORK	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25 PO 9626	$2,203.00
70878085	06/30/2025	123750	KINGS VIEW CORPORATION	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$10,328.18
70878087	06/30/2025	106086	LOCUM TENENS COM	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$2,400.00
70878088	06/30/2025	136652	LORRAINE L WILLIAMS	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$1,925.00
70878088	06/30/2025	136652	LORRAINE L WILLIAMS	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$175.00
70878089	06/30/2025	130395	LUHDORFF & SCALMANINI	101	GENERAL FUND	4011-53230	ENVIRONMENTAL HE	FY 24/25	$29,998.45
70878090	06/30/2025	129181	MCKESSON MEDICAL	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	FY 24/25 PO 9629	$4,277.38
70878090	06/30/2025	129181	MCKESSON MEDICAL	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	FY 24/25 PO 9632	$230.63
70878091	06/30/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$1,750.00
70878091	06/30/2025	108986	NETSMART OHIO, INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$1,750.00
70878093	06/30/2025	101180	NVCSS	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$21,134.24
70878095	06/30/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	FY 24/25	$29.99
70878095	06/30/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$29.99
70878095	06/30/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	FY 24/25	$29.97
70878095	06/30/2025	127472	OIG COMPLIANCE NOW	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	FY 24/25	$29.99
70878099	06/30/2025	131712	PREMIER INDEPENDENCE INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25	$30,890.00
70878101	06/30/2025	119576	RESTPADD	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$22,800.00

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70878102	06/30/2025	126210	RESTPADD HEALTH CORP	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$140,150.00
70878103	06/30/2025	136454	REX ADAMSON MD	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25 PO 9620	$200.00
70878103	06/30/2025	136454	REX ADAMSON MD	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25 PO 9622	$225.00
70878103	06/30/2025	136454	REX ADAMSON MD	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25 PO9622	$225.00
70878104	06/30/2025	135794	SC CHUN MD PC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 24/25 PO 9623	$235.00
70878106	06/30/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	FY 24/25 PO 428943	$864.00
70878107	06/30/2025	111041	THE SAIL HOUSE INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$17,522.00
70878109	06/30/2025	120716	UNITED WAY OF NORTHERN CALIFOR	101	GENERAL FUND	1091-55520	ADVERTISING.COMM	211 SERVICES QTR 4 FY 24/25	$1,250.00
70878109	06/30/2025	120716	UNITED WAY OF NORTHERN CALIFOR	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	211 SERVICES QTR 4 FY 24/25	$1,250.00
70878109	06/30/2025	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	211 SERVICES QTR 4 FY 24/25	$312.50
70878109	06/30/2025	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	211 SERVICES QTR 4 FY 24/25	$312.50
70878109	06/30/2025	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	211 SERVICES QTR 4 FY 24/25	$312.50
70878109	06/30/2025	120716	UNITED WAY OF NORTHERN CALIFOR	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	211 SERVICES QTR 4 FY 24/25	$312.50
70878113	06/30/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$40,119.02
70878113	06/30/2025	118871	VISTA PACIFICA ENT INC	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	FY 24/25	$27,360.00
70878114	06/30/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55400	MENTAL HEALTH	FY 24/25	$68,650.00
70878114	06/30/2025	105571	WILLOW GLEN CARE CENTER	112	HEALTH SERVICES	40131-55407	MENTAL HEALTH	FY 24/25	$47,700.00

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70878151	06/30/2025	126777	CLIFTONLARSONALLEN, LLP	101	GENERAL FUND	1105-53231	PROFESSIONAL COU	Ac#A297059 FY 24/25 A#2024-073	$4,200.00
70878166	06/30/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2037-53170	PROBATION	FY 24-25 ACCT#830621579	$10.87
70878167	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53170	FACILITIES MAINT	6035322532523531 FY 24/25	$5.11
70878167	06/30/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53270	FACILITIES MAINT	6035322532523531 FY 24/25	$2,133.27
70878193	06/30/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	INMATE DENTAL FY 24/25	$2,651.00
70878203	06/30/2025	134948	UBEO MIDCO LLC	101	GENERAL FUND	1031-53170	COUNTY COUNSEL	5273365 FY 24/25	$111.06
00000495	08/11/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406 FY 25/26	$470.89
70877607	08/11/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	308979 FY 25/26	$10.74
70877608	08/11/2025	117246	ANITA KEREZSI	101	GENERAL FUND	1105-53238	PROFESSIONAL COU	FY 25/26 SB 90 Ag#182PA23	$5,000.00
70877610	08/11/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	FY25/26 9391082325	$33.10
70877610	08/11/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	FY25/26 9391082325	$32.12
70877610	08/11/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	FY25/26 9391082325	$32.12
70877611	08/11/2025	V000558	B & T CA LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	CAA 08/2025	$13.00
70877612	08/11/2025	126362	CALIFORNIA SAFETY COMPANY INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	FY 25/26 27914	$60.00
70877613	08/11/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1026-53170	TAX COLLECTOR	FY 25/26	$94.56
70877614	08/11/2025	134377	CORY SCHNEIDER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26 HILL INCIDENT	$134.91
70877615	08/11/2025	T00500	CYNTHIA JAMES	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PAYMENT	$100.00

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70877616	08/11/2025	T00508	GENE THEURET	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PAYMENT	$170.00
70877617	08/11/2025	113244	GREEN WASTE OF TEHAMA	101	GENERAL FUND	7033-53300	RED BLUFF VETERA	FY 25/26	$225.83
70877618	08/11/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2072-53170	SHERIFF - CORONE	6035 3225 3252 3481 FY 25/26	$43.48
70877618	08/11/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2032-53170	JAIL	6035 3225 3252 3481 FY 25/26	$876.18
70877618	08/11/2025	112395	HOME DEPOT CREDIT SERVICES	712	TEHAMA MAJOR CRI	71210-53170	TEHAMA MAJOR CRI	6035 3225 3252 3481 FY 25/26	$139.08
70877619	08/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2072-53291	SHERIFF - CORONE	6038 FY 25/26	$159.75
70877619	08/11/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2075-53291	OFFICE OF EMERG	6038 FY 25/26	$273.46
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2023-53291	BAILIFF	6038 FY 25/26	$493.56
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2024-53291	BOATING GRANTS	6038 FY 25/26	$802.17
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2027-53291	SHERIFF	6038 FY 25/26	$9,459.76
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2028-53291	AUTO SHOP	6038 FY 25/26	$365.82
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2029-53291	SHERIFF ANIMAL R	6038 FY 25/26	$1,724.74
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2031-53291	WORK FARM	6038 FY 25/26	$110.62
70877619	08/11/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2032-53291	JAIL	6038 FY 25/26	$652.27
70877620	08/11/2025	133875	JASON L LONG ETAL	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26 HILL INCIDENT	$134.91
70877621	08/11/2025	T00498	JENNIFER COHOON	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PAYMENT	$200.00
70877622	08/11/2025	121133	MARNIE BEITZ	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26 HILL INCIDENT	$134.91
70877625	08/11/2025	T00505	SAVE MART LOSS PREVENTION	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PAYMENT	$300.00
70877626	08/11/2025	127974	SOCIETY FOR HUMAN	113	CHILD SUPPORT	5015-53200	CHILD SUPPORT SE	FY 25/26	$299.00

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			RESOURCE						
70877628	08/11/2025	T00507	TEHAMA COUNTY DEPARTMENT OF SO	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PAYMENT	$200.00
70877629	08/11/2025	108732	TONY'S REFRIGERATION INC	101	GENERAL FUND	7033-53170	RED BLUFF VETERA	FY 25/26	$1,267.88
70877630	08/11/2025	T00501	TRACY MAIR	430	PROB RESTITUTION	430-207771	NOT APPLICABLE	VICTIM RESTITUTION PAYMENT	$250.00
70877631	08/11/2025	102792	WARREN PRICE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26 HILL INCIDENT	$101.18
70877631	08/11/2025	102792	WARREN PRICE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26 OSBORN INCIDENT	$179.88
70877632	08/11/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2036-53170	JUVENILE HALL	JDF CAMERA SERVICE	$93.75
70877633	08/11/2025	133058	JUSTIN NICHOLLS	265	COUNTY P/R TRUST	265-301800	NOT APPLICABLE	FY 25/26 PAYROLL	$1,545.95
70877634	08/11/2025	V000599	MATTHEW JENSEN	265	COUNTY P/R TRUST	265-301800	NOT APPLICABLE	FY 25/26 PAYROLL	$1,183.23
70877635	08/11/2025	142392	OFFICE OF STATE REGISTRAR	442	CLERK/REC DAILY	442-301800	NOT APPLICABLE	FY 25/26	$2,654.75
00000496	08/12/2025	132340	ANTELOPE AUTO REPAIR LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26	$1,047.98
00000496	08/12/2025	132340	ANTELOPE AUTO REPAIR LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIP FY 25/26	$500.82
00000497	08/12/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	604	TC FLOOD ZONE #3	60410-53240	TC FLOOD ZONE #3	FY 25/26	$64.00
00000498	08/12/2025	101653	SUBURBAN PROPANE	101	GENERAL FUND	7013-53300	CAMP TEHAMA	FY 25/26 1636 136293	$929.61
70877636	08/12/2025	113573	AT&T U-VERSE	101	GENERAL FUND	1073-53120	GENERAL SERVICES	FY 25/26	$181.90
70877637	08/12/2025	V000558	B & T CA LLC	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC CARD 196733	$22.00
70877637	08/12/2025	V000558	B & T CA LLC	106	PUBLIC SAFETY	2037-53170	PROBATION	PROB CARD 177602	$22.00

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70877637	08/12/2025	V000558	B & T CA LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIP FY 25/26	$214.00
70877637	08/12/2025	V000558	B & T CA LLC	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	376PA24	$36.00
70877638	08/12/2025	107169	BAY ALARM	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	25/26 #271PA25 9/1 - 11/30	$142.23
70877639	08/12/2025	111995	BETTER CHOICES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER FY 25/26	$1,800.00
70877640	08/12/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	CUST# 363203-1 8-5-25	$50.60
70877641	08/12/2025	142466	CARREL'S OFFICE MACHINES	115	BUILDING & SAFET	2065-53170	BUILDING & SAFET	065PA21	$27.34
70877642	08/12/2025	102768	CHILDREN FIRST	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER FY 25/26	$1,020.00
70877643	08/12/2025	V000063	COMMUNITY BEHAVIORAL HEALTH	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	FY 25/26	$35,075.15
70877644	08/12/2025	108674	DELL MARKETING LP	101	GENERAL FUND	2061-53800	AGRICULTURE COMM	FY25/26 Monitors	$472.25
70877646	08/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST# 194283 8-5-25 SNP	$148.68
70877646	08/12/2025	118866	EARTHGRAINS BAKING COMPANIES I	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST# 214109 8-5-25	$26.04
70877648	08/12/2025	100693	GERLINGER'S	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26 60050	$598.46
70877649	08/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53100	AGRICULTURE COMM	FY25/26 flush seal Spray Truck	$12.86
70877649	08/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	2061-53100	AGRICULTURE COMM	FY25/26 Pressure gauge	$34.36
70877649	08/12/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7013-53170	CAMP TEHAMA	FY 25/26 6035322540904939	$239.77

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70877649	08/12/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	3510244 - 6035 3225 3100 2792	$12.12
70877649	08/12/2025	112395	HOME DEPOT CREDIT SERVICES	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	3514584 - 6035 3225 3100 2792	$10.73
70877650	08/12/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	FY 25/26 6014	$1,794.95
70877651	08/12/2025	T00612	KIMBERLY A STEVENS	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	830006538000 2024	$75.23
70877653	08/12/2025	T00560	MANTON PARK A CALIFORNIA CORPO	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	011030010000 2023	$1,847.72
70877654	08/12/2025	T00611	MARK A BOUYEAR	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	830006463000 2023	$31.88
70877654	08/12/2025	T00611	MARK A BOUYEAR	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	830006463000 2024	$32.17
70877655	08/12/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	2073-53140	PUB GUARDIAN / P	FY 25/26 0007657	$90.79
70877655	08/12/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	7013-53140	CAMP TEHAMA	FY 25/26 0004949	$310.38
70877656	08/12/2025	118348	MORGAN TELECOM INC	101	GENERAL FUND	2073-53120	PUB GUARDIAN / P	FY 25/26	$258.84
70877657	08/12/2025	V000449	MULTI SERVICE TECHNOLOGY SOLUT	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26	$10.74
70877658	08/12/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	FY25/26 morphine inj	$86.99
70877659	08/12/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53140	PROBATION	ACCT#89517192 07-28-25	$85.10
70877660	08/12/2025	130258	OMEGA LABORATORIES INC	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER FY 25/26	$404.10
70877661	08/12/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	FY 25/26 2474242502-8	$815.55
70877662	08/12/2025	T00610	PENTECOSTAL CHURCH OF GOD	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	060040049000 2023	$3,226.69

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70877663	08/12/2025	V000196	PLAN B PROFESSIONAL ANSWERING	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	2469 FY 25/26	$189.25
70877664	08/12/2025	132831	PRENTICE LONG PC	101	GENERAL FUND	1031-53230	COUNTY COUNSEL	FY 25/26	$37,634.73
70877665	08/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT#692071 8-5-25	$205.62
70877665	08/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT#692071 8-8-25	$168.27
70877665	08/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT#717115 8-5-25 SNP	$270.81
70877665	08/12/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT#717115 8-8-25 SNP	$186.98
70877666	08/12/2025	103866	PROFESSIONAL MEDICAL COPY	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER FY 25/26	$147.40
70877668	08/12/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	JDF	$471.90
70877668	08/12/2025	113400	R & R QUALITY MEATS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	SNP	$1,176.75
70877669	08/12/2025	114801	ROSETTA STONE LTD.	112	HEALTH SERVICES	40121-53220	PUBLIC HEALTH	FY 25/26	$248.75
70877669	08/12/2025	114801	ROSETTA STONE LTD.	112	HEALTH SERVICES	40131-53220	MENTAL HEALTH	FY 25/26	$248.75
70877669	08/12/2025	114801	ROSETTA STONE LTD.	112	HEALTH SERVICES	40171-53220	DRUG & ALCOHOL	FY 25/26	$248.75
70877669	08/12/2025	114801	ROSETTA STONE LTD.	112	HEALTH SERVICES	40251-53220	CLINIC SERVICES	FY 25/26	$248.75
70877670	08/12/2025	T00613	RYAN W & RACHEL A THOMAS	300	C/Y UNSECURED	300-301800	NOT APPLICABLE	830006881000 2024	$469.74
70877671	08/12/2025	105424	TEHAMA COUNTY DEPT OF EDUCATIO	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	001007 FY 25/26	$25,699.06
70877672	08/12/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071 FY 25/26	$25.66
70877672	08/12/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071 FY 25/26	$1,491.06

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70877673	08/12/2025	117977	US BANK CORP PAYMENT SYSTEM	326	CALCARD	326-301800	NOT APPLICABLE	FY 25/26 4246 0445 5565 1011	$32,658.04
70877674	08/12/2025	101798	VALLEY VETERINARY CLINIC	101	GENERAL FUND	2078-53230	DIV OF ANIMAL SE	FY25/26 2024-336 SN	$6,384.00
70877675	08/12/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	7013-53170	CAMP TEHAMA	442710975-00001 FY 25/26	$82.72
70877676	08/12/2025	136143	VESTIS SERVICES LLC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	116139600 FY 25/26	$592.30
70877677	08/12/2025	V000530	BLUE TRITON BRANDS INC	603	TC FLOOD CTRL/WA	60310-53220	TC FLOOD CTRL/WA	FY 25/26 8730223266	$74.19
70877678	08/12/2025	111264	CALIF STATE ASSOC OF PA/PG/PC	101	GENERAL FUND	2073-53200	PUB GUARDIAN / P	FY 25/26	$4,000.00
70877679	08/12/2025	V000590	CALIFORNIA ASSESSORS ASSOCIATI	101	GENERAL FUND	1023-53290	ASSESSOR	Conference Fee 2025	$175.00
70877681	08/12/2025	130498	COLANTUONO HIGHSMITH & WHATLEY	603	TC FLOOD CTRL/WA	60310-53230	TC FLOOD CTRL/WA	FY 25/26	$14,205.50
70877682	08/12/2025	127475	COUNTY COUNCELS' ASSOCIATION	101	GENERAL FUND	1031-53290	COUNTY COUNSEL	FY 25/26 ZIGLER & RAMSEY	$790.00
70877683	08/12/2025	126292	DOCS MEDICAL GROUP	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER FY 25/26	$420.00
70877684	08/12/2025	112988	FOOD MAXX	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS FY 25/26	$970.00
70877685	08/12/2025	127743	GLENNDA ALLEN, TRUSTEE	106	PUBLIC SAFETY	2037-53230	PROBATION	FY 25/26 PETTY CASH	$17.45
70877686	08/12/2025	125072	GREEN DOT TRANSPORTATION SOLUT	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	FY 25/26	$9,049.00
70877688	08/12/2025	123562	OBSIDIAN	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	FY 25/26	$1,843.61
70877689	08/12/2025	101232	PACIFIC GAS & ELECTRIC	117	TRANSPORTATION O	3037-53300	TRAX	FY 25/26 4985704735-8	$3,321.53

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70877690	08/12/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	FY 25/26	$23,980.47
70877691	08/12/2025	134948	UBEO MIDCO LLC	527	TC TRANS COMM AD	3033-53220	TCTC PLANNING	FY 25/26 TC94	$269.91
70877692	08/12/2025	117079	VERIZON WIRELESS	117	TRANSPORTATION O	3037-53230	TRAX	442340919-00002 FY 25/26	$798.21
70877692	08/12/2025	117079	VERIZON WIRELESS	527	TC TRANS COMM AD	3033-53120	TCTC PLANNING	442340919-00002 FY 25/26	$641.56
00000499	08/13/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	FY 25/26 3757915	$500.00
00000500	08/13/2025	132213	UNITED SECURE YOUTH TRANSPORT	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC OTHER FY 25/26	$6,978.36
70877693	08/13/2025	V000558	B & T CA LLC	116	SENIOR NUTRITION	5063-53170	SENIOR NUTRITION	MOW car wash	$12.00
70877694	08/13/2025	100282	CACTTC	101	GENERAL FUND	1026-53200	TAX COLLECTOR	FY 25/26 6070	$350.00
70877695	08/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1013-53170	CLERK OF THE BOA	copier 79PA25	$48.70
70877695	08/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	Ag#236PA25 July 2025	$205.52
70877695	08/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1021-53170	AUDITOR CONTROLL	Ag#296PA24 July 2025	$120.74
70877695	08/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1052-53170	ELECTIONS	copier 154PA25	$206.28
70877695	08/13/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2071-53170	CLERK - RECORDER	copier 78PA25	$74.47
70877696	08/13/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1073-53120	GENERAL SERVICES	FY 25/26 1769765010	$450.00
70877697	08/13/2025	112120	DAVIS COURIER SERVICE	101	GENERAL FUND	1023-53220	ASSESSOR	FY 25/26 PO 428799	$73.66

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70877698	08/13/2025	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Business Cards	$522.78
70877699	08/13/2025	126292	DOCS MEDICAL GROUP	116	SENIOR NUTRITION	5063-53230	SENIOR NUTRITION	Emp physical	$210.00
70877700	08/13/2025	135339	FILTERBUY INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE FY 25/26	$375.47
70877701	08/13/2025	136121	HUNT & SONS LLC	108	SOCIAL SERVICES	5013-53291	SOCIAL SERVICES	TRANSPORTATION FY 25/26	$1,981.76
70877702	08/13/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	VET500 JULY 2025	$56.13
70877703	08/13/2025	120101	MANDI SELVESTER	101	GENERAL FUND	2071-53230	CLERK - RECORDER	Social Media Mgmt 412PA24	$300.00
70877704	08/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1022-53220	TREASURER	FY 25/26 89517192	$1.11
70877704	08/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	101	GENERAL FUND	1026-53220	TAX COLLECTOR	FY 25/2 89517192	$325.93
70877704	08/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct# 89517192	$198.75
70877704	08/13/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	Acct. #89517192	$79.00
70877705	08/13/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1073-5330014	GENERAL SERVICES	FY 25/26 9679240410-3	$462.35
70877705	08/13/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	FY 25/26 1141711599-2	$29.97
70877705	08/13/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	FY 25/26 2319970735-9	$166.81
70877705	08/13/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	1076-53300	PROPERTY PLANNIN	FY 25/26 3517799713-3	$1,771.08
70877706	08/13/2025	110993	PERPETUAL STORAGE INC	101	GENERAL FUND	2071-53260	CLERK - RECORDER	film storage 61PA25	$340.62
70877707	08/13/2025	134904	S&R ENTERPRISES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	FY 25/26	$930.00
70877708	08/13/2025	104207	ST ELIZABETH COMM	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	Inmate Medical - FY 25/26	$18,927.60

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			HOSP						
70877708	08/13/2025	104207	ST ELIZABETH COMM HOSP	106	PUBLIC SAFETY	20321-532392	JAIL - HEALTH SE	INMATE MEDICAL-FY 25/26	$2,243.40
70877709	08/13/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	HOUSEHOLD EXPENSE	$63.27
70877713	08/13/2025	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE FY 25/26	$500.00
70877715	08/13/2025	123680	THOMAS MOSS	101	GENERAL FUND	2061-53290	AGRICULTURE COMM	FY 25/26 8/7-8/2025	$252.80
00000502	08/14/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	1041-53220	PERSONNEL	FY 25/26	$406.41
70877716	08/14/2025	113197	A & P HELICOPTERS INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	RECON FLIGHT FY 25/26	$6,380.00
70877717	08/14/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53250	FIRE SCH C VOL	2143997 FY 25/26	$477.96
70877718	08/14/2025	100065	ALSCO INC	106	PUBLIC SAFETY	2031-53170	WORK FARM	208368 FY 25/26	$110.46
70877719	08/14/2025	132507	ARS AUTO INC	101	GENERAL FUND	2062-53170	CODE/MARIJUANA E	PO428918 FY 25/26	$1,320.00
70877719	08/14/2025	132507	ARS AUTO INC	101	GENERAL FUND	2062-53170	CODE/MARIJUANA E	PO428920 FY 25/26	$1,320.00
70877720	08/14/2025	V000558	B & T CA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26	$73.00
70877720	08/14/2025	V000558	B & T CA LLC	113	CHILD SUPPORT	5015-53170	CHILD SUPPORT SE	FY 25/26	$27.00
70877721	08/14/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2028-53250	AUTO SHOP	519266 FY 25/26	$218.79
70877721	08/14/2025	107169	BAY ALARM	106	PUBLIC SAFETY	2032-53250	JAIL	1598066 FY 25/26	$311.00
70877722	08/14/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	99-19183-9982-99 FY 25/26	$180.00
70877723	08/14/2025	129687	CALIFORNIA GRAND JURORS ASSOCI	101	GENERAL FUND	2016-53230	GRAND JURY	FY 25/26	$3,160.00
70877724	08/14/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	1041-53170	PERSONNEL	FY 25/26	$337.42
70877725	08/14/2025	V000517	CARSON MCALLISTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$236.09

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70877726	08/14/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	FY25/26 176978501 internet	$229.97
70877726	08/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	176982401 FY 25/26	$114.99
70877726	08/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977401 FY 25/26	$149.99
70877726	08/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977501 FY 25/26	$1,788.74
70877726	08/14/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2032-53120	JAIL	176977601 FY 25/26	$119.99
70877727	08/14/2025	115630	CPOC FOUNDATION	106	PUBLIC SAFETY	2037-53290	PROBATION	FY 25/26	$150.00
70877728	08/14/2025	134016	CIVICPLUS LLC	101	GENERAL FUND	1105-532346	PROFESSIONAL COU	PO428928 FY 25/26	$682.50
70877729	08/14/2025	102616	CLIFF ROWEN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$236.09
70877730	08/14/2025	102651	CODY LESTER	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$258.58
70877731	08/14/2025	127983	CSAC	107	RISK MANAGEMENT	1101-53200	RISK MANAGEMENT	FY 25/26	$19,026.73
70877734	08/14/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	FY25/26 animal by weight	$137.03
70877735	08/14/2025	134656	HUMBOLDT MOVING & STORAGE CO I	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	FY 25/26	$50.40
70877736	08/14/2025	T0043653	IDEXX	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	FY25/26PO57201 SNAP HW Test	$496.44
70877737	08/14/2025	102590	JAMES WHITE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$550.89
70877738	08/14/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	056363 FY 25/26	$682.66
70877739	08/14/2025	108046	MARY MORELAND	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$236.09
70877740	08/14/2025	119531	MID PACIFIC ENGINEERING INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	FY 25/26	$2,353.50

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70877741	08/14/2025	101183	NORTH VALLEY DISTRIBUTING	106	PUBLIC SAFETY	2032-53170	JAIL	427 FY 25/26	$279.55
70877742	08/14/2025	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279 FY 25/26	$57.13
70877743	08/14/2025	134990	PACIFIC COAST AV	101	GENERAL FUND	1073-53170	GENERAL SERVICES	FY 25/26	$1,225.00
70877744	08/14/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0558379346-7 FY 25/26	$30.96
70877744	08/14/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	2130469578-2 FY 25/26	$1,462.18
70877745	08/14/2025	102904	PITNEY BOWES	113	CHILD SUPPORT	5015-53250	CHILD SUPPORT SE	0012152833 FY 25/26	$558.35
70877746	08/14/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	302458 FY 25/26	$494.21
70877747	08/14/2025	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	MOLDING KIT-EXPLORER FY 25/26	$152.38
70877748	08/14/2025	125775	RELX INC	410	LAW LIBRARY	41010-53230	LAW LIBRARY	FY 25/26	$856.00
70877749	08/14/2025	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$236.09
70877750	08/14/2025	102591	STEVE ZANE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$550.89
70877751	08/14/2025	132490	STOMMEL INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	66085 FY 25/26	$103.61
70877752	08/14/2025	101653	SUBURBAN PROPANE	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1636-039695 FY 25/26	$17.68
70877753	08/14/2025	110815	T-MOBILE USA	712	TEHAMA MAJOR CRI	71210-53280	TEHAMA MAJOR CRI	1002379 FY 25/26	$50.00
70877756	08/14/2025	109428	WEST PAYMENT CENTER	105	FIRE FUND	2042-53280	FIRE SCH C VOL	1004966101 FY 25/26	$273.17
70877757	08/14/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 PO57200 Vanguard	$1,392.94
70877757	08/14/2025	111106	ZOETIS	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	25/26 PO57200Simparica	$2,803.17
70877763	08/14/2025	123690	BURLEY PHILLIPS	101	GENERAL FUND	1023-53290	ASSESSOR	FY 25/26	$386.17
70877766	08/14/2025	133740	CHARTER COMMUNICATIONS	527	TC TRANS COMM AD	3033-53230	TCTC PLANNING	161099701 FY 25/26	$709.49

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			HOLDING						
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53170	TRAX	FY 25/26	$22,747.19
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53180	TRAX	FY 25/26	$150.00
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53230	TRAX	FY 25/26	$2,870.00
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-532360	TRAX	FY 25/26	$142,057.92
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53280	TRAX	FY 25/26	$301.18
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53291	TRAX	FY 25/26	$25,460.77
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3037-53300	TRAX	FY 25/26	($1,803.07)
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53120	METS	FY 25/26	$9.36
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53280	METS	FY 25/26	$53.22
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3038-53291	METS	FY 25/26	$2,901.46
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-532360	PARA TRAX	FY 25/26	$59,120.98
70877777	08/14/2025	112380	PARATRANSIT SERVICES	117	TRANSPORTATION O	3039-53291	PARA TRAX	FY 25/26	$5,805.77
70877778	08/14/2025	132917	PARKER HUNT	265	COUNTY P/R TRUST	265-207801	NOT APPLICABLE	12/28/24 FY 25/26	$112.72
70877786	08/14/2025	134603	CLASSIC INN LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	FY 25/26	$562.62

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00000503	08/15/2025	101102	MOULE'S TEHAMA COUNTY GLASS IN	101	GENERAL FUND	7021-53606	PARKS & RECREATI	FY 25/26	$765.11
70877787	08/15/2025	100065	ALSCO INC	101	GENERAL FUND	1074-53180	FACILITIES MAINT	208320 FY 25/26	$109.62
70877788	08/15/2025	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	24813449425063 FY 25/26	$4.43
70877788	08/15/2025	101233	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	24813468546047 FY 25/26	$4.43
70877788	08/15/2025	101233	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	24813432082954 FY 25/26	$8.59
70877789	08/15/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032958 FY 25/26	$22.44
70877789	08/15/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032829 9391032958 FY 25/26	$155.40
70877789	08/15/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032958 FY 25/26	$8.08
70877789	08/15/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032958 FY 25/26	$8.09
70877789	08/15/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032912 FY 25/26	$55.93
70877791	08/15/2025	117161	AT&T MOBILITY/CINGULAR WIRELES	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	287349133778 FY 25/26	$44.38
70877792	08/15/2025	113573	AT&T U-VERSE	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	FY 25/26	$76.91
70877792	08/15/2025	113573	AT&T U-VERSE	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	FY 25/26	$27.71
70877792	08/15/2025	113573	AT&T U-VERSE	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	FY 25/26	$27.71
70877793	08/15/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2062-53170	CODE/MARIJUANA E	TC27 FY 25/26	$94.34
70877794	08/15/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	FY 25/26	$666.48
70877794	08/15/2025	111127	CHARTER	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	FY 25/26	$1,882.48

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			COMMUNICATIONS						
70877794	08/15/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	FY 25/26	$663.73
70877794	08/15/2025	111127	CHARTER COMMUNICATIONS	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	FY 25/26	$298.11
70877796	08/15/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	4018-2160209 FY 25/26	$77.12
70877796	08/15/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4018-2160209 FY 25/26	$94.06
70877796	08/15/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	4018-2236038 FY 25/26	$509.99
70877796	08/15/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	4018-2160209 FY 25/26	$39.68
70877796	08/15/2025	113244	GREEN WASTE OF TEHAMA	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	4018-2160209 FY 25/26	$36.86
70877797	08/15/2025	134656	HUMBOLDT MOVING & STORAGE CO I	101	GENERAL FUND	1031-53220	COUNTY COUNSEL	FY 25/26	$57.75
70877798	08/15/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53170	FACILITIES MAINT	6013 FY 25/26	$231.06
70877798	08/15/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1074-53291	FACILITIES MAINT	6013 FY 25/26	$1,048.52
70877799	08/15/2025	122656	MEGABYTE SYSTEMS INC	101	GENERAL FUND	1073-531702	GENERAL SERVICES	FY 25/26	$9,802.17
70877800	08/15/2025	128300	MICHELLE HICKOK	101	GENERAL FUND	1074-53180	FACILITIES MAINT	FY 25/26	$32.25
70877803	08/15/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	0673650287-0 FY 25/26	$23.44
70877803	08/15/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	7171318975-2 FY 25/26	$304.31
70877804	08/15/2025	T00615	PASKENTA BAND OF NOMLAKI INDIA	307	CURRENT YEAR SEC	307-301800	NOT APPLICABLE	087230017000 2024	$674.10
70877805	08/15/2025	109988	SHASTA CONTROL COMPANY	101	GENERAL FUND	1074-53180	FACILITIES MAINT	PO428930 FY 25/26	$387.50
70877807	08/15/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53605	PARKS & RECREATI	FY 25/26	$675.00
70877807	08/15/2025	101187	NORTH VALLEY SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	FY 25/26	$375.00

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70877808	08/15/2025	108541	TRI R GAS	101	GENERAL FUND	7032-53300	LOS MOLINOS VETE	2108M FY 25/26	$90.00
70877809	08/15/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	372493042-00002 FY 25/26	$154.38
70877811	08/15/2025	106829	BRIAN LAWLEY	106	PUBLIC SAFETY	2027-53290	SHERIFF	CIVIL PROCEDURES FY 25/26	$232.00
70877812	08/15/2025	V000605	CHRISTOPHER TAVARES	101	GENERAL FUND	4011-53220	ENVIRONMENTAL HE	FY 25/26	$94.75
70877813	08/15/2025	109790	DANIELLE HARRIS	101	GENERAL FUND	2075-53290	OFFICE OF EMERG	LAW ENFORCEMENT MUTUAL FY25/26	$38.00
70877814	08/15/2025	111125	DISH NETWORK	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	8255707082089322 FY 25/26	$154.77
70877816	08/15/2025	V000329	JENNIFER CRANE	106	PUBLIC SAFETY	2027-53290	SHERIFF	WOMEN LEADERS IN LAW FY 25/26	$194.00
70877817	08/15/2025	133066	TREVOR KAIN	106	PUBLIC SAFETY	2027-53290	SHERIFF	ARREST CONTROL INST FY 25/26	$95.00
70877818	08/15/2025	124873	UNIVERSITY OF THE PACIFIC	527	TC TRANS COMM AD	3033-53290	TCTC PLANNING	FY 25/26	$495.00
70877819	08/15/2025	124594	ZACHARY D BACKUS	106	PUBLIC SAFETY	2027-53290	SHERIFF	2025 CAHN CONFERENCE FY 25/26	$387.00
70877820	08/18/2025	103526	APEX FENCE CO INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 25/26	$210.11
70877821	08/18/2025	103939	AT&T	101	GENERAL FUND	1021-53120	AUDITOR CONTROLL	Acc#9391032919	$26.69
70877821	08/18/2025	103939	AT&T	101	GENERAL FUND	1023-53120	ASSESSOR	No PO FY 25/26	$31.25
70877821	08/18/2025	103939	AT&T	101	GENERAL FUND	2072-53120	SHERIFF - CORONE	9391032859 FY 25/26	$22.60
70877821	08/18/2025	103939	AT&T	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	9391032913 FY 25/26	$80.07
70877821	08/18/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032846 FY 25/26	$26.33
70877821	08/18/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032848 FY 25/26	$26.33

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70877821	08/18/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391032849 FY 25/26	$297.22
70877821	08/18/2025	103939	AT&T	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	9391065811 FY 25/26	$629.67
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2023-53120	BAILIFF	9391032928 FY 25/26	$167.68
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	3931032953 FY 25/26	$242.08
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032892 FY 25/26	$565.19
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032895 FY 25/26	$269.66
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032898 FY 25/26	$21.58
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032899 FY 25/26	$60.95
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032931 FY 25/26	$20.03
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032951 FY 25/26	$60.95
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2027-53120	SHERIFF	9391032954 FY 25/26	$35.28
70877821	08/18/2025	103939	AT&T	106	PUBLIC SAFETY	2028-53120	AUTO SHOP	9391032855 FY 25/26	$31.77
70877821	08/18/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391032837 FY 25/26	$159.03
70877821	08/18/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391032920 FY 25/26	$31.25
70877821	08/18/2025	103939	AT&T	113	CHILD SUPPORT	5015-53120	CHILD SUPPORT SE	9391032924 FY 25/26	$370.34
70877821	08/18/2025	103939	AT&T	601	AIR POLLUTION DI	60110-53120	AIR POLLUTION DI	Acct#9391032872 FY25/26	$134.88
70877821	08/18/2025	103939	AT&T	712	TEHAMA MAJOR CRI	71210-53120	TEHAMA MAJOR CRI	9391032873 FY 25/26	$32.34
70877822	08/18/2025	V000558	B & T CA LLC	106	PUBLIC SAFETY	2027-53170	SHERIFF	TC SHERIFF'S OFFICE FY 25/26	$240.00
70877823	08/18/2025	131348	BEARING DISTRIBUTORS INC	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	FY 25/26	$109.36
70877823	08/18/2025	131348	BEARING DISTRIBUTORS	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 25/26	$20.32

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
			INC						
70877824	08/18/2025	134009	CALIFORNIA SURVEYING & DRAFTIN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	PO41556 FY 25/26	$3,500.00
70877825	08/18/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	7033-53220	RED BLUFF VETERA	RB14 FY 25/26	$59.72
70877825	08/18/2025	142466	CARREL'S OFFICE MACHINES	601	AIR POLLUTION DI	60110-53170	AIR POLLUTION DI	FY25/26 Agr#163PA25	$10.34
70877826	08/18/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	176982501 THRU 8/31/25	$732.36
70877826	08/18/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	176978701 THRU 8/31/25	$301.66
70877826	08/18/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2037-53120	PROBATION	176978401 THRU 8/31/25	$1,652.36
70877827	08/18/2025	100375	CITY OF CORNING	101	GENERAL FUND	7031-53300	CORNING VETERANS	ACT# VET0001 7/7/25-8/725	$258.28
70877828	08/18/2025	100427	CPS HUMAN RESOURCE CONSULTING	106	PUBLIC SAFETY	2037-53220	PROBATION	CUST#TEHA002 EXAM DATE 7/24/25	$278.20
70877829	08/18/2025	116123	DEER CREEK BROADCASTING LLC	504	TCSLA GRANTS	50410-558005	TCSLA GRANTS	4725 FY 25/26	$1,500.00
70877830	08/18/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	CATE 1099 FY 25/26	$61.11
70877830	08/18/2025	103583	DIAMOND DRUGS INC	106	PUBLIC SAFETY	20321-53191	JAIL - HEALTH SE	CATE FY 25/26	$24,065.28
70877831	08/18/2025	104716	DIVERSIFIED SERVICES/COPY CENT	115	BUILDING & SAFET	2065-53220	BUILDING & SAFET	OFFICE EXPENSE	$1,949.50
70877833	08/18/2025	102868	ENLOE MEDICAL CENTER	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	17893046 FY 25/26	$145.85
70877833	08/18/2025	102868	ENLOE MEDICAL CENTER	106	PUBLIC SAFETY	20321-532395	JAIL - HEALTH SE	54063676 FY 25/26	$251.10
70877834	08/18/2025	134605	FASTENERS INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	34812 FY 25/26	$22.53

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70877835	08/18/2025	100668	GAGER DISTRIBUTING INC	106	PUBLIC SAFETY	2032-53140	JAIL	01-111 FY 25/26	$2,594.66
70877836	08/18/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	65420 65420 FY 25/26	$48.33
70877836	08/18/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	65420 FY 25/26	$235.89
70877836	08/18/2025	V000233	GENUINE PARTS COMPANY INC	102	ROAD FUND	3011-53270	ROAD DEPARTMENT	65420 FY 25/26	$671.48
70877837	08/18/2025	100690	GERBER-LAS FLORES COMM SERV DI	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	FY 25/26	$128.64
70877838	08/18/2025	142511	GRAINGER INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	832564827 FY 25/26	$182.30
70877839	08/18/2025	113113	GREEN WASTE OF TEHAMA	220	TC SOLID WASTE M	4045-558008	TC/RB LANDFILL M	4019-10033 FY 25/26	$1,478.32
70877840	08/18/2025	V000088	HEALTH MANAGEMENT ASSOCIATES I	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	PROF SERVICES 7/1/25-7/31/25	$9,283.75
70877841	08/18/2025	105659	HOLT OF CALIFORNIA	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	1251850 FY 25/26	$297.98
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	6035322540196312 INV 2121472	$45.73
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	6035322540196312 INV 9013137	$96.05
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 INV 2121472	$24.45
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 INV 3021883	$96.68
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 INV 7022690	$55.70
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 INV 8022563	$313.59

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70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 INV 8114214	$519.01
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	6035322540196312 INV 9012638	$48.89
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	6035322540196312 INV 3021883	$31.97
70877842	08/18/2025	112395	HOME DEPOT CREDIT SERVICES	106	PUBLIC SAFETY	2037-53180	PROBATION	6035322540196312 INV 6013634	$193.29
70877843	08/18/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	1023-53291	ASSESSOR	FY 25/26 BPO 428170	$137.46
70877843	08/18/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2035-53290	DAY REPORTING CE	ACCT#6031 THRU 7/31/25	$731.05
70877843	08/18/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	ACCT#6031 THRU 7/31/25	$82.92
70877843	08/18/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2037-53290	PROBATION	ACCT#6031 THRU 7/31/25	$966.30
70877843	08/18/2025	136121	HUNT & SONS LLC	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	6019 FY 25/26	$56.25
70877843	08/18/2025	136121	HUNT & SONS LLC	601	AIR POLLUTION DI	60110-53291	AIR POLLUTION DI	Acct#6096 FY25/26	$38.38
70877844	08/18/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2027-53230	SHERIFF	18204 FY 25/26	$315.00
70877844	08/18/2025	100820	J & L TOWING	106	PUBLIC SAFETY	2027-53230	SHERIFF	18406 FY 25/26	$478.40
70877845	08/18/2025	101699	JOHN W CORNELISON DBA	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 25/26	$26.82
70877846	08/18/2025	106271	LANGUAGE LINE SERVICES INC	106	PUBLIC SAFETY	2032-53120	JAIL	Ac#9020101124 Ag#61-1997	$16.01
70877846	08/18/2025	106271	LANGUAGE LINE SERVICES INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Ac#9020101124 Ag#61-1997	$717.63
70877846	08/18/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	Ac#9020101124 Ag#61-1997	$75.34
70877846	08/18/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	Ac#9020101124 Ag#61-1997	$113.95

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70877846	08/18/2025	106271	LANGUAGE LINE SERVICES INC	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	Ac#9020101124 Ag#61-1997	$13.18
70877847	08/18/2025	123790	LAUNDRY WORLD UNIFORM & LINEN	101	GENERAL FUND	7033-53140	RED BLUFF VETERA	FY 25/26	$46.98
70877848	08/18/2025	124878	LINGUISTICA INTERNATIONAL INC	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	Acct#10880 Ag#334PA25	$86.69
70877849	08/18/2025	100957	LOS MOLINOS HARDWARE	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 25/26	$13.89
70877850	08/18/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2037-53220	PROBATION	ACCT#89517192 8-6-25	$154.37
70877851	08/18/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2027-53300	SHERIFF	6048210701-2 FY 25/26	$300.48
70877851	08/18/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2035-53300	DAY REPORTING CE	ACCT#8709608417-0	$2,645.96
70877852	08/18/2025	110618	PITNEY BOWES INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	0011632611 FY 25/26	$25.00
70877853	08/18/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652 FY 25/26	$292.03
70877854	08/18/2025	110024	RED BLUFF DAILY NEWS	106	PUBLIC SAFETY	2027-53220	SHERIFF	95724	$609.66
70877855	08/18/2025	T0041194	RURAL COUNTIES' ENVIRONMENTAL	220	TC SOLID WASTE M	4045-53200	TC/RB LANDFILL M	JULY-25 FY 25/26	$6,000.00
70877856	08/18/2025	101509	SHELBY'S PEST CONTROL INC	101	GENERAL FUND	7033-53230	RED BLUFF VETERA	FY 25/26	$46.00
70877856	08/18/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	13726 FY 25/26	$115.00
70877856	08/18/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	21244 fy 25/26	$50.00
70877856	08/18/2025	101509	SHELBY'S PEST CONTROL INC	106	PUBLIC SAFETY	2032-53230	JAIL	16130 FY 25/26	$100.00
70877857	08/18/2025	135605	SPECTRUM	101	GENERAL FUND	7033-53120	RED BLUFF VETERA	8413120110008828 FY	$147.27

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								25/26	
70877858	08/18/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919 FY 25/26	$1,315.71
70877858	08/18/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	CUST#346486 8-5-25	$253.32
70877858	08/18/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST# 346486 8-5-25 SNP	$2,203.59
70877858	08/18/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	CUST# 346486 8-5-25 SNP	$190.34
70877859	08/18/2025	125161	T AND S DVBE INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 25/26	$691.17
70877860	08/18/2025	123478	WILGUS FIRE CONTROL INC	106	PUBLIC SAFETY	2032-53170	JAIL	TEHAMA CO JAIL FY 25/26	$381.90
70877861	08/18/2025	V000327	1142 LLC	112	HEALTH SERVICES	40131-53280	MENTAL HEALTH	FY 25/26	$562.62
70877862	08/18/2025	122996	CHIEF AUDITOR APPRAISERS ASSOC	101	GENERAL FUND	1023-53290	ASSESSOR	Business Chiefs Conf Fee 2025	$160.00
70877863	08/18/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018-1444544 FY 25/26	$338.57
70877863	08/18/2025	113429	GREEN WASTE OF TEHAMA	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	4018-987021 FY 25/26	$338.57
70877864	08/18/2025	T0018904	KARIE SONGER-SIMONS	106	PUBLIC SAFETY	2027-53290	SHERIFF	ADMINISTRATION ASSISTA FY25/26	$267.00
70877865	08/18/2025	122290	NICKOLI L BRUMMOND	106	PUBLIC SAFETY	2027-53290	SHERIFF	FINANCIAL MANAGER FY 25/26	$267.00
70877866	08/18/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	102	ROAD FUND	3011-53220	ROAD DEPARTMENT	89517192 FY 25/26	$89.01
70877867	08/18/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	6274872276-6 FY 25/26	$52.32
70877867	08/18/2025	101232	PACIFIC GAS & ELECTRIC	102	ROAD FUND	3011-53300	ROAD DEPARTMENT	7551779389-1 FY 25/26	$25.49
70877867	08/18/2025	101232	PACIFIC GAS & ELECTRIC	605	TC SANITATION DI	60510-53300	TC SANITATION DI	6227612264-5 FY 25/26	$738.14
00000504	08/19/2025	132340	ANTELOPE AUTO REPAIR	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUI	$518.16

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			LLC					FY 25/26	
00000505	08/19/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 25/26 54500	$1,560.74
00000505	08/19/2025	100185	BEN'S TRUCK REPAIR INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	FY 25/26	$218.91
70877868	08/19/2025	122859	ACCESS INFORMATION HOLDINGS LL	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	CHDE0267 FY 25/26	$621.86
70877869	08/19/2025	133275	ALSCO-GEYER IRRIGATION INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	308979 FY 25/26	$3.42
70877870	08/19/2025	103939	AT&T	101	GENERAL FUND	2011-53120	DA VICTIM/WITNES	FY 25/26 9391032878	$0.03
70877870	08/19/2025	103939	AT&T	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	FY 25/26 9391032867	$31.25
70877870	08/19/2025	103939	AT&T	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	FY 25/26 9391032937	$78.36
70877870	08/19/2025	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	FY 25/26 9391032883	$32.15
70877870	08/19/2025	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	FY 25/26 9391032916	$60.95
70877870	08/19/2025	103939	AT&T	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	FY 25/26 9391032937	$78.36
70877870	08/19/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391032862 FY 25/26	$83.09
70877870	08/19/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391032900 FY 25/26	$60.95
70877870	08/19/2025	103939	AT&T	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	9391065139 FY 25/26	$915.63
70877871	08/19/2025	122025	BIMBO BAKERIES USA	106	PUBLIC SAFETY	2032-53130	JAIL	99-19183-9982-99 FY 25/26	$356.40
70877872	08/19/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2011-53170	DA VICTIM/WITNES	FY 25/26 TC21	$31.14
70877872	08/19/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2007-53170	DA WELFARE FRAUD	FY 25/26 TC21	$30.13
70877872	08/19/2025	142466	CARREL'S OFFICE MACHINES	106	PUBLIC SAFETY	2013-53170	DISTRICT ATTORNE	FY 25/26 TC21	$129.68
70877873	08/19/2025	111127	CHARTER	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	FY 25/26 176976801	$130.00

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			COMMUNICATIONS						
70877873	08/19/2025	111127	CHARTER COMMUNICATIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	FY 25/26 176976801	$130.00
70877874	08/19/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53110	ROAD DEPARTMENT	FY 25/26	$33.30
70877874	08/19/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-53140	ROAD DEPARTMENT	FY 25/26	$46.33
70877874	08/19/2025	V000287	CINTAS CORPORATION NO 2	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	FY 25/26	$28.05
70877875	08/19/2025	135483	COLBERT 118 LLC	106	PUBLIC SAFETY	2027-53260	SHERIFF	TEHAMA SHRF HANGER FY25/26	$325.00
70877876	08/19/2025	122041	COMCAST	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	8155 60 033 0123194 FY 25/26	$533.92
70877877	08/19/2025	T0041012	DASH MEDICAL GLOVES	106	PUBLIC SAFETY	2032-53220	JAIL	31227 TEHAMA CO JAIL FY 25/26	$1,136.80
70877878	08/19/2025	124171	EAN SERVICES, LLC	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	FY 25/26 464119765	$198.13
70877879	08/19/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL FY 25/26	$13,545.30
70877879	08/19/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC - FY 25/26	$89.85
70877879	08/19/2025	127756	EMPOWER TEHAMA	108	SOCIAL SERVICES	5013-532300	SOCIAL SERVICES	PROFESSION/SPEC FY 25/26	$112.32
70877880	08/19/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345 FY 25/26	$1,467.60
70877880	08/19/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345 FY 25/26	$1,908.95

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70877881	08/19/2025	123262	EXPRESS SERVICES INC	108	SOCIAL SERVICES	5013-53230	SOCIAL SERVICES	PROFESSIONAL/SPECIAL FY 25/26	$26,000.18
70877882	08/19/2025	V000465	GOODYEAR COMMERCIAL TIRE & SER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-0001 FY 25/26	$1,075.94
70877882	08/19/2025	V000465	GOODYEAR COMMERCIAL TIRE & SER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-0001 FY 5/26	$137.13
70877882	08/19/2025	V000465	GOODYEAR COMMERCIAL TIRE & SER	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	780008-001 FY 25/26	$417.03
70877883	08/19/2025	113113	GREEN WASTE OF TEHAMA	101	GENERAL FUND	2062-55543	CODE/MARIJUANA E	FY 25/26 4019-10243	$1,170.55
70877884	08/19/2025	136121	HUNT & SONS LLC	101	GENERAL FUND	2011-53291	DA VICTIM/WITNES	FY 25/26 6242	$81.69
70877884	08/19/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2007-53291	DA WELFARE FRAUD	FY 25/26 6242	$526.20
70877884	08/19/2025	136121	HUNT & SONS LLC	106	PUBLIC SAFETY	2013-53291	DISTRICT ATTORNE	FY 25/26 6242	$1,171.51
70877886	08/19/2025	102091	KELLER SUPPLY COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	651106 FY 25/26	$140.31
70877888	08/19/2025	123948	LEXIS NEXIS RISK SOLUTIONS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	FY 25/26 1401935	$165.00
70877889	08/19/2025	103809	LOS MOLINOS COMMUNITY SERVICES	102	ROAD FUND	3011-53230	ROAD DEPARTMENT	FY 25/26	$126.21
70877890	08/19/2025	101264	LYNN PEAVEY COMPANY	106	PUBLIC SAFETY	2027-53220	SHERIFF	960014 FY 25/26	$84.78
70877891	08/19/2025	123038	MENDES SUPPLY COMPANY	106	PUBLIC SAFETY	2032-53140	JAIL	0007377 FY 25/26	$1,299.52
70877892	08/19/2025	128300	MICHELLE HICKOK	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	OFFICE EXPENSE FY 25/26	$10.00
70877893	08/19/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	BPO 304340	$37.14
70877893	08/19/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	PO# 428927 FY 25/26	$96.02
70877894	08/19/2025	110884	O'REILLY AUTOMOTIVE INC	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1047279 FY 25/26	$234.35

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70877895	08/19/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 25/26	$826.94
70877895	08/19/2025	130684	O'REILLY AUTOMOTIVE INC	102	ROAD FUND	3011-532801	ROAD DEPARTMENT	FY 25/26	$8.25
70877896	08/19/2025	123562	OBSIDIAN	106	PUBLIC SAFETY	2027-53170	SHERIFF	TCSO FY 25/26	$1,051.96
70877897	08/19/2025	113380	OFFICE DEPOT	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	89517192 FY 25/26	$76.08
70877898	08/19/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2032-53220	JAIL	89517192 FY 25/26	$90.78
70877898	08/19/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	20321-53220	JAIL - HEALTH SE	89517192 FY25/26	$68.56
70877899	08/19/2025	115330	PETER N GIORVAS	106	PUBLIC SAFETY	2028-53260	AUTO SHOP	TEHAMA SHRFF AUTO RENT FY25/26	$4,300.00
70877900	08/19/2025	110618	PITNEY BOWES INC	106	PUBLIC SAFETY	2027-53250	SHERIFF	0017305427 FY 25/26	$616.74
70877901	08/19/2025	117529	PRO PACIFIC	106	PUBLIC SAFETY	2032-53130	JAIL	61960 FY 25/26	$1,627.08
70877902	08/19/2025	108185	PRODUCERS DAIRY FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	818652 FY 25/26	$404.35
70877903	08/19/2025	101371	RED BLUFF GLASS COMPANY	106	PUBLIC SAFETY	2027-53170	SHERIFF	Tehama Co Sheriff Dept FY25/26	$513.27
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A11-TE0018 FY 25/26	$1,346.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A118-AT0129 FY 25/26	$1,532.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A119-AT0131 FY 25/26	$1,486.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A126-AT0141 FY 25/26	$886.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A128-HA0521 FY 25/26	$2,952.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A128-HA0522 FY 25/26	$103.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A128-LE0175 FY 25/26	$783.00

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70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A128-OR0056	$443.00
70877904	08/19/2025	100382	RONALD L CLARK DDS	106	PUBLIC SAFETY	20321-532396	JAIL - HEALTH SE	A68-AT0065	$443.00
70877905	08/19/2025	133774	SERVICEWALA STORES LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	MAINTENANCE OF EQUIP FY 25/26	$41.16
70877906	08/19/2025	109099	TEHAMA ASPHALT	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	FY 25/26	$133,416.44
70877907	08/19/2025	132833	TRIPLE P POSITIVE PARENTING PR	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - FY 25/26	$1,501.65
70877908	08/19/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5305297930 FY 25/26	$10.60
70877908	08/19/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5305297930 FY 25/26	$12.29
70877908	08/19/2025	134948	UBEO MIDCO LLC	108	SOCIAL SERVICES	5013-53170	SOCIAL SERVICES	5284071 FY 25/26	$141.35
70877909	08/19/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715 FY 25/26	$1,545.86
70877909	08/19/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715 FY 25/26	$77.37
70877910	08/19/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	2011-53120	DA VICTIM/WITNES	770720905-00040 FY 25/26	$41.42
70877910	08/19/2025	117079	VERIZON WIRELESS	101	GENERAL FUND	5062-53120	COMMUNITY ACTION	642639291-00001 FY 25/26	$403.48
70877910	08/19/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2007-53120	DA WELFARE FRAUD	770720905-00040 FY 25/26	$67.72
70877910	08/19/2025	117079	VERIZON WIRELESS	106	PUBLIC SAFETY	2013-53120	DISTRICT ATTORNE	770720905-00040 FY 25/26	$399.53
70877910	08/19/2025	117079	VERIZON WIRELESS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	642639291-00001 FY 25/26	$3,008.87
70877910	08/19/2025	117079	VERIZON WIRELESS	116	SENIOR NUTRITION	5063-53120	SENIOR NUTRITION	642639291-00001 FY 25/26	$36.68
70877910	08/19/2025	117079	VERIZON WIRELESS	257	TC IHSS PUBLIC A	5101-53120	TC IHSS PUBLIC A	642639291-00001 FY 25/26	$36.68

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70877911	08/19/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000 FY 25/26	$124.83
70877912	08/19/2025	128858	VICTORY SUPPLY	106	PUBLIC SAFETY	2032-531102	JAIL	442 Tehama County Jail FY25/26	$227.43
70877913	08/19/2025	106019	ANDY HOUGHTBY	106	PUBLIC SAFETY	2027-53290	SHERIFF	FY 25/26	$270.00
70877914	08/19/2025	121596	CAASA EDUCATION COMMITTEE	101	GENERAL FUND	1023-53290	ASSESSOR	CAASA Annual Training 25-26	$120.00
70877914	08/19/2025	121596	CAASA EDUCATION COMMITTEE	101	GENERAL FUND	1023-53290	ASSESSOR	CAASA Conf 25	$300.00
70877915	08/19/2025	104339	CAROLYN GALANTINE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - FY 25/26	$82.80
70877916	08/19/2025	104339	CAROLYN GALANTINE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - FY 25/26	$98.89
70877917	08/19/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	176980601 FY 25/26	$469.94
70877918	08/19/2025	103307	DMV	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - FY 25/26	$327.00
70877921	08/19/2025	113429	GREEN WASTE OF TEHAMA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	4018-2789975 FY 25/26	$117.56
70877924	08/19/2025	119450	JOE TONA	601	AIR POLLUTION DI	60110-53290	AIR POLLUTION DI	FY 25/26 TRAVEL CAPCOA MTG	$821.25
70877926	08/19/2025	133929	MELISSA CHAMBLIN	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - FY 25/26	$150.00
70877927	08/19/2025	132269	NITYAM LLC	108	SOCIAL SERVICES	108-105584	NOT APPLICABLE	PREPAID GIFT CARDS FY 25/26	$760.00
70877928	08/19/2025	101231	PACIFIC GAS & ELECTRIC	108	SOCIAL SERVICES	5013-53300	SOCIAL SERVICES	0049000946-1 FY 25/26	$143.79
70877929	08/19/2025	108794	POSTMASTER	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	313643 FY 25/26	$500.00
70877931	08/19/2025	102643	SANDRA PALMER	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	FY 25/26	$553.14

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70877933	08/19/2025	117079	VERIZON WIRELESS	102	ROAD FUND	3011-53120	ROAD DEPARTMENT	770720905-00030 FY 25/26	$750.63
00000507	08/20/2025	100502	CALIFORNIA NEWSPAPERS PARTNERS	101	GENERAL FUND	1052-53240	ELECTIONS	Newspaper notices	$206.88
00000508	08/20/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	6021-53170	LIBRARY	FY 25/26 31331	$140.00
00000509	08/20/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53140	LIBRARY	LA1054406 FY 25/26	$284.64
00000509	08/20/2025	108325	STAPLES ADVANTAGE	101	GENERAL FUND	6021-53220	LIBRARY	LA1054406 FY 25/26	$66.27
70877936	08/20/2025	L207805	COLONIAL LIFE AND ACCIDENT INS	265	COUNTY P/R TRUST	265-207805	NOT APPLICABLE	Payroll Interface	$5,715.77
70877937	08/20/2025	134576	D KAIN-SHERIFF GARN	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$866.60
70877938	08/20/2025	L207819	DEPUTY SHERIFF'S ASSOC	265	COUNTY P/R TRUST	265-207819	NOT APPLICABLE	Payroll Interface	$3,858.92
70877939	08/20/2025	L207831	EBS	265	COUNTY P/R TRUST	265-207831	NOT APPLICABLE	Payroll Interface	$1,798.24
70877940	08/20/2025	L207832	EBS	265	COUNTY P/R TRUST	265-207832	NOT APPLICABLE	Payroll Interface	$437.52
70877941	08/20/2025	V000058	EMPLOYMENT DEVELOPMENT DEPT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$100.00
70877942	08/20/2025	100655	FRANCHISE TAX BOARD	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$603.67
70877943	08/20/2025	L208130	I U O E LOCAL 39	265	COUNTY P/R TRUST	265-208130	NOT APPLICABLE	Payroll Interface	$530.18
70877944	08/20/2025	L207818	LAW ENFORCEMENT MGMT ASSOC	265	COUNTY P/R TRUST	265-207818	NOT APPLICABLE	Payroll Interface	$420.00
70877945	08/20/2025	117211	STATE DISBURSEMENT UNIT	265	COUNTY P/R TRUST	265-207812	NOT APPLICABLE	Payroll Interface	$2,165.12
70877946	08/20/2025	L207830	STATIONARY ENGINEERS, LOCAL 39	265	COUNTY P/R TRUST	265-207830	NOT APPLICABLE	Payroll Interface	$5,419.43
70877947	08/20/2025	L208134	TC DEP PROB OFFICER DUES	265	COUNTY P/R TRUST	265-208134	NOT APPLICABLE	Payroll Interface	$1,711.08

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70877948	08/20/2025	L207827	TCDAIA	265	COUNTY P/R TRUST	265-207827	NOT APPLICABLE	Payroll Interface	$75.00
70877949	08/20/2025	L207834	TCPOA DUES	265	COUNTY P/R TRUST	265-207834	NOT APPLICABLE	Payroll Interface	$78.00
70877950	08/20/2025	L208136	TEAMSTERS 137	265	COUNTY P/R TRUST	265-208136	NOT APPLICABLE	Payroll Interface	$175.00
70877951	08/20/2025	L207807	UNITED WAY OF NORTHERN CALIFOR	265	COUNTY P/R TRUST	265-207807	NOT APPLICABLE	Payroll Interface	$35.00
70877952	08/20/2025	102529	4IMPRINT	112	HEALTH SERVICES	40121-53280	PUBLIC HEALTH	FY 25/26 PO 9624	$352.31
70877953	08/20/2025	T00616	530 LEGACY LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	039-180-014 2023	$1,585.85
70877953	08/20/2025	T00616	530 LEGACY LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	039-180-014 2024	$3,875.54
70877953	08/20/2025	T00616	530 LEGACY LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	039-180-021 2023	$1,342.55
70877953	08/20/2025	T00616	530 LEGACY LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	039-180-021 2024	$3,266.00
70877953	08/20/2025	T00616	530 LEGACY LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	910-002-766 2023	$3.37
70877954	08/20/2025	126687	AARON LATOURELL	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26 PLYMIRE INCIDENT	$134.91
70877955	08/20/2025	119080	ABC LEGAL SERVICES INC	113	CHILD SUPPORT	5015-53280	CHILD SUPPORT SE	FY 25/26 108957	$68.50
70877957	08/20/2025	T00455	AGRESERVES INC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	850-000-206 2024	$360.98
70877957	08/20/2025	T00455	AGRESERVES INC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	850-000-209 2024	$120.00
70877957	08/20/2025	T00455	AGRESERVES INC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	850-000-212	$443.39
70877957	08/20/2025	T00455	AGRESERVES INC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	850-000-222	$868.62
70877959	08/20/2025	107355	AIRGAS USA LLC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26 2143997	$477.45
70877960	08/20/2025	V000500	ALEJANDRA RUBIO CASTRO	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	FY 25/26	$140.00
70877963	08/20/2025	T00626	AMBER LEE REMELIN ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	910-000-511 2021	$6.96
70877963	08/20/2025	T00626	AMBER LEE REMELIN ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	910-000-511 2022	$94.42
70877963	08/20/2025	T00626	AMBER LEE REMELIN ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	910-000-512	$9.34

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70877963	08/20/2025	T00626	AMBER LEE REMELIN ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	910-000-512 2021	$0.70
70877966	08/20/2025	T00617	APPHOP 2 CA LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	041-050-043 2024	$1,880.57
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	FY 25/26 9391032882	$18.43
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1014-53120	COUNTY ADMINISTR	FY 25/26 9391032893	$40.26
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	FY 25/26 9391032882	$2.80
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1025-53120	PURCHASING	FY 25/26 9391032893	$8.30
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1031-53120	COUNTY COUNSEL	FY 25/26 9391032893	$12.98
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	FY 25/26 9391032882	$1.90
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1041-53120	PERSONNEL	FY 25/26 9391032893	$11.37
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1074-53120	FACILITIES MAINT	FY 25/26 9391032921	$31.25
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	1076-53120	PROPERTY PLANNIN	FY 25/26 9391032893	$9.75
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	2071-53120	CLERK - RECORDER	Phone bill Acct 9391032868	$387.55
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	5060-53120	VETERANS SERVICE	FY 25/26 9391032938	$63.43
70877967	08/20/2025	103939	AT&T	101	GENERAL FUND	6021-53120	LIBRARY	FY 25/26 9391037345	$468.53
70877967	08/20/2025	103939	AT&T	105	FIRE FUND	2042-53120	FIRE SCH C VOL	FY 25/26 9391069556	$111.70
70877967	08/20/2025	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	FY 25/26 9391032882	$8.12
70877967	08/20/2025	103939	AT&T	107	RISK MANAGEMENT	1101-53120	RISK MANAGEMENT	FY 25/26 9391032893	$9.54
70877969	08/20/2025	107169	BAY ALARM	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	25/26 Age#271PA25 monitoring	$45.00
70877969	08/20/2025	107169	BAY ALARM	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	25/26Agr#271PA25 Installation	$850.00
70877969	08/20/2025	107169	BAY ALARM	101	GENERAL FUND	2078-53180	DIV OF ANIMAL SE	25/26Agr#271PA25 Monitoring	$15.00

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70877973	08/20/2025	100216	BOWMAN VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$30.00
70877974	08/20/2025	136475	BP PRODUCTS NORTH AMERICA INC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	087-090-042 2024	$3,522.86
70877975	08/20/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2061-53220	AGRICULTURE COMM	25/26 Agr#331PA25 7/1-7/31	$2.60
70877975	08/20/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	25/26 Agr#332PA25 7/1-7/31	$32.62
70877978	08/20/2025	100375	CITY OF CORNING	105	FIRE FUND	2042-53300	FIRE SCH C VOL	FY 25/26	$143.19
70877980	08/20/2025	100447	CORNING RURAL VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$32.00
70877981	08/20/2025	T00618	CUNNINGHAM LAND AND CATTLE COM	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	085-010-010 2023	$35.70
70877981	08/20/2025	T00618	CUNNINGHAM LAND AND CATTLE COM	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	085-010-010 2024	$461.31
70877982	08/20/2025	136081	DEANNE REHBERG	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE FY 25/26	$2,100.00
70877984	08/20/2025	103534	DIAMOND MEDICAL	106	PUBLIC SAFETY	20321-53192	JAIL - HEALTH SE	10638 FY 25/26	$675.66
70877985	08/20/2025	100543	DIBBLE CREEK VOLUNTEER FIRE DE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$60.00
70877987	08/20/2025	T00619	EKLAND FAMILY TRUST 8/14/13	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	059-230-006 2024	$658.17
70877988	08/20/2025	100594	EL CAMINO VOL FIRE DEPT	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$804.00
70877989	08/20/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26	$6.06
70877989	08/20/2025	134605	FASTENERS INC	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26 3281	$28.93
70877990	08/20/2025	T00514	FRANK M CANNON	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	022-300-004 2021	$2.79
70877990	08/20/2025	T00514	FRANK M CANNON	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	022-300-004 2022	$22.10

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Check Number	Post Date	Vendor	Vendor Name	Fund	Fund Description	Budget Unit-Account	Budget Unit Description	Description	Check Amount
70877991	08/20/2025	100668	GAGER DISTRIBUTING INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	25/26 Citrus suds, Bleach	$329.86
70877992	08/20/2025	100693	GERLINGER'S	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26	$450.46
70877993	08/20/2025	113113	GREEN WASTE OF TEHAMA	105	FIRE FUND	2042-53140	FIRE SCH C VOL	FY 25/26 4019-10194	$135.39
70877994	08/20/2025	115028	HILL'S PET NUTRITION SALES INC	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	25/26 Cat & Dog Food	$484.08
70877995	08/20/2025	110299	ICON SYSTEMS, INC	106	PUBLIC SAFETY	2032-53180	JAIL	CS000096 FY 25/26	$3,804.15
70877995	08/20/2025	110299	ICON SYSTEMS, INC	106	PUBLIC SAFETY	2032-53180	JAIL	CS000096 FY25/26	$4,306.05
70877996	08/20/2025	100801	IMPRESSIVE PRINT	106	PUBLIC SAFETY	2027-53220	SHERIFF	TEHAMA CO SHERIFF FY 25/26	$1,027.70
70877997	08/20/2025	T00621	JEANNIE R STROING ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	022-530-021 2024	$312.59
70877998	08/20/2025	T00624	JOE WONG FAMILY TR 1/23/2001	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	041-050-043 2024	$6,062.12
70877999	08/20/2025	131991	JOHN LEACH	220	TC SOLID WASTE M	4045-53210	TC/RB LANDFILL M	NOV 24 FULL MTG FY 25/26	$100.00
70878000	08/20/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2013-53220	DISTRICT ATTORNE	FY 25/26	$10.75
70878001	08/20/2025	133605	JONAH MASTAW	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$247.34
70878002	08/20/2025	103099	KEN JOHNSON	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$134.91
70878003	08/20/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26	$282.60
70878003	08/20/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26 056363	$817.69
70878003	08/20/2025	106774	KIMBALL-MIDWEST	105	FIRE FUND	2042-53270	FIRE SCH C VOL	FY 25/26	$481.46
70878004	08/20/2025	100893	LAKE CALIFORNIA VOLUNTEER FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$26.00
70878005	08/20/2025	T00625	LAKEVIEW LOAN SERVICING LLC	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	078-120-043 2024	$874.25
70878006	08/20/2025	101470	LES SCHWAB TIRE CENTER	105	FIRE FUND	2042-53170	FIRE SCH C VOL	FY 25/26 603-00585	$2,050.13

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70878007	08/20/2025	108877	LEXIS NEXIS RISK DATA MGMT INC	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	FY 25/26 424YGNHHH	$1,015.00
70878008	08/20/2025	110951	LIEBERT CASSIDY WHITMORE	101	GENERAL FUND	1041-53230	PERSONNEL	FY 25/26	$687.00
70878010	08/20/2025	103809	LOS MOLINOS COMMUNITY SERVICES	101	GENERAL FUND	6021-53300	LIBRARY	FY 25/26 LIB500	$14.00
70878011	08/20/2025	100961	LOS MOLINOS VOL FIRE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$484.00
70878012	08/20/2025	120101	MANDI SELVESTER	106	PUBLIC SAFETY	2013-53230	DISTRICT ATTORNE	FY 25/26	$275.00
70878013	08/20/2025	101000	MANTON VOL FIRE CO	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$405.00
70878014	08/20/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	6021-53140	LIBRARY	FY 25/26	$754.06
70878015	08/20/2025	102134	MINERAL HOSE DEPT #1	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$40.00
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 Avagard surg hand antisp	$50.54
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 credit for dogs promo	($100.00)
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 Epinephrine, Peroxide	$116.06
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 Gloves Sm/Med	$295.64
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 midazolam inj, ketamine	$67.92
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 Securocryl plus	$447.90
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 sodasthesia bag,syr	$555.87

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70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 syr 01cc	$37.68
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 syr 03cc	$94.43
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	25/26 Motazol	$248.51
70878016	08/20/2025	102531	MWI VETERINARY SUPPLY CO	101	GENERAL FUND	2078-532807	DIV OF ANIMAL SE	25/26 Tobramycin, Neopoly	$80.17
70878017	08/20/2025	128297	NIKLAS BEEMAN	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$134.91
70878018	08/20/2025	136270	NUVISTA LP	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	037-050-007 2024	$564.93
70878018	08/20/2025	136270	NUVISTA LP	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	037-050-009 2024	$10.87
70878018	08/20/2025	136270	NUVISTA LP	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	037-060-028 2024	$131.77
70878019	08/20/2025	123562	OBSIDIAN	102	ROAD FUND	3011-53170	ROAD DEPARTMENT	FY 25/26	$7,500.10
70878020	08/20/2025	101231	PACIFIC GAS & ELECTRIC	535	TC CHILD & FAMIL	53510-53300	TC CHILD & FAMIL	1095453117-3 FY 25/26	$452.66
70878021	08/20/2025	101241	PAINT MARTS	105	FIRE FUND	2042-53170	FIRE SCH C VOL	R404475 FY 25/26	$245.84
70878022	08/20/2025	130500	PETHEALTH SERVICES INC.	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	24/25 PO57196 microchips	$3,374.37
70878023	08/20/2025	T00623	ROBERT MARK SEVERE TRUST 1/21/	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	910-002-115 2024	$11.91
70878024	08/20/2025	122931	ROSS J PALUBESKI	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$337.28
70878025	08/20/2025	135879	SETH WARFIELD	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$337.28
70878026	08/20/2025	135605	SPECTRUM	105	FIRE FUND	2042-53120	FIRE SCH C VOL	8413120110150323 FY 25/26	$106.25
70878027	08/20/2025	102591	STEVE ZANE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$224.85
70878028	08/20/2025	120623	TEHAMA COUNTY	101	GENERAL FUND	6021-53280	LIBRARY	FY 25/26	$25.00

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			MUSEUM FOUNDATIO						
70878029	08/20/2025	T00620	TODD RYAN HENDERSON ETAL	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	078-120-043 2024	$14.43
70878030	08/20/2025	109466	TREASURY MANAGEMENT SERVICES	106	PUBLIC SAFETY	2027-53230	SHERIFF	1-534-0179-3416 FY 25/26	$104.38
70878031	08/20/2025	129446	TREVOR A BROOKE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$326.03
70878032	08/20/2025	118444	TULLIS INC	102	ROAD FUND	3011-53280	ROAD DEPARTMENT	PO41545 FY 25/26	$1,863.26
70878034	08/20/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715 FY 25/26	$3,216.19
70878035	08/20/2025	T00622	VINE 1999 TRUST	310	SUPPL SECURED TA	310-301800	NOT APPLICABLE	004-040-055 2024	$1,012.23
70878036	08/20/2025	102792	WARREN PRICE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$303.55
70878037	08/20/2025	T00629	AARON E REGINATO	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	830-007-632 2025	$21.89
70878039	08/20/2025	135900	ALAN SERRANO	265	COUNTY P/R TRUST	265-301800	NOT APPLICABLE	FY 25/26 PAYROLL NET PPE	$1,233.36
70878041	08/20/2025	111127	CHARTER COMMUNICATIONS	108	SOCIAL SERVICES	5013-53120	SOCIAL SERVICES	218806201 FY 25/26	$1,127.00
70878042	08/20/2025	V000609	CHRISTIAN GARCIA GUTIERREZ	220	TC SOLID WASTE M	4045-53291	TC/RB LANDFILL M	FY 25/26 CRRA CONF	$56.10
70878042	08/20/2025	V000609	CHRISTIAN GARCIA GUTIERREZ	504	TCSLA GRANTS	50410-558004	TCSLA GRANTS	FY 25/26	$1,415.25
70878044	08/20/2025	127743	GLENNDA ALLEN, TRUSTEE	106	PUBLIC SAFETY	2037-53230	PROBATION	FY 25/26 PETTY CASH	$14.28
70878048	08/20/2025	108795	OREGON DEPT OF HUMAN SERVICES	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	SUPPORT AND CARE - OTHER	$25.00
70878051	08/20/2025	T00628	PACIFIC MEDICAL MGMT	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	800-000-942 2025	$29.00
70878052	08/20/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53220	TREASURER	FY 25/26	$5.37
70878052	08/20/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	CACTTC NA	$50.00

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								REGISTRATION FY25/26	
70878052	08/20/2025	132917	PARKER HUNT	101	GENERAL FUND	1022-53290	TREASURER	CONFERENCE NOV 2025 FY 25/26	$600.00
70878052	08/20/2025	132917	PARKER HUNT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	FY 25/26	$5.37
70878052	08/20/2025	132917	PARKER HUNT	101	GENERAL FUND	1026-53290	TAX COLLECTOR	CACTTC NA REGISTRATION FY25/26	$50.00
70878053	08/20/2025	T00627	SCOTT E TILLERY ETAL	421	TAX COLLECTOR TR	421-301311	NOT APPLICABLE	061-220-019 2025	$16.16
70878054	08/20/2025	V000519	SHELLY SHELLENBERGER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	FY 25/26	$75.00
00000510	08/21/2025	102493	HUE & CRY SECURITY	112	HEALTH SERVICES	40131-53170	MENTAL HEALTH	5754	$42.00
70878057	08/21/2025	112295	APEX TECHNOLOGY MANAGEMENT INC	220	TC SOLID WASTE M	4045-53170	TC/RB LANDFILL M	SUPPORT	$99.60
70878059	08/21/2025	127749	BENNET OMALU PATHOLOGY INC	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	TEHAMA CO SHERIFF FY 25/26	$9,096.00
70878060	08/21/2025	142466	CARREL'S OFFICE MACHINES	101	GENERAL FUND	6021-53220	LIBRARY	TC36	$124.59
70878062	08/21/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40121-53250	PUBLIC HEALTH	RE2798	$457.02
70878062	08/21/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40171-53250	DRUG & ALCOHOL	RE2798	$335.40
70878062	08/21/2025	121013	COASTAL BUSINESS SYSTEMS INC	112	HEALTH SERVICES	40251-53250	CLINIC SERVICES	RE2798	$523.53
70878063	08/21/2025	119546	CPI	112	HEALTH SERVICES	40131-53200	MENTAL HEALTH	715333	$200.00
70878066	08/21/2025	T0011864	DEPT OF HEALTH SERVICES	112	HEALTH SERVICES	40301-55400	CALIF CHILDREN S	HCS0006003	$564.00
70878070	08/21/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2027-53230	SHERIFF	33750345 FY 25/26	$952.38

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70878070	08/21/2025	108526	EXPRESS PERSONNEL SERVICES INC	106	PUBLIC SAFETY	2032-53230	JAIL	33750345 FY 25/26	$2,258.25
70878070	08/21/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	33751643	$8,961.01
70878070	08/21/2025	108526	EXPRESS PERSONNEL SERVICES INC	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	33751643	$1,823.00
70878073	08/21/2025	131988	FRESNO OXYGEN	112	HEALTH SERVICES	40251-53190	CLINIC SERVICES	67883	$127.90
70878075	08/21/2025	122204	GENEVA SOFTWARE CO	112	HEALTH SERVICES	40121-53230	PUBLIC HEALTH	TEH854	$228.29
70878075	08/21/2025	122204	GENEVA SOFTWARE CO	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	TEH854	$398.04
70878075	08/21/2025	122204	GENEVA SOFTWARE CO	112	HEALTH SERVICES	40171-53230	DRUG & ALCOHOL	TEH854	$128.76
70878075	08/21/2025	122204	GENEVA SOFTWARE CO	112	HEALTH SERVICES	40251-53230	CLINIC SERVICES	TEH854	$79.91
70878076	08/21/2025	142511	GRAINGER INC	106	PUBLIC SAFETY	2027-53170	SHERIFF	834413163 FY 25/26	$53.27
70878080	08/21/2025	110076	HOUSING AND COMMUNITY DEVELOPM	115	BUILDING & SAFET	115-207795	NOT APPLICABLE	Kelli Short and Ryan O'Bryant	$22.00
70878081	08/21/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40121-53291	PUBLIC HEALTH	6015	$276.77
70878081	08/21/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40131-53291	MENTAL HEALTH	6015	$1,188.55
70878081	08/21/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40171-53291	DRUG & ALCOHOL	6015	$312.21
70878081	08/21/2025	136121	HUNT & SONS LLC	112	HEALTH SERVICES	40251-53291	CLINIC SERVICES	6015	$110.71
70878081	08/21/2025	136121	HUNT & SONS LLC	115	BUILDING & SAFET	2065-53291	BUILDING & SAFET	Acct #6098	$554.04
70878083	08/21/2025	127190	JAMES R COLES	112	HEALTH SERVICES	40131-53230	MENTAL HEALTH	3778	$1,210.00
70878086	08/21/2025	110739	KNVN-TV	101	GENERAL FUND	5031-53260	MEDICAL ASSISTAN	EMS RADIO TOWER RENTAL FY25/26	$6,415.40
70878092	08/21/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1023-53220	ASSESSOR	PO# 428942 FY 25/26	$88.87
70878094	08/21/2025	104757	OFFICE DEPOT (BUSINESS SVCS DI	106	PUBLIC SAFETY	2032-53220	JAIL	89517192 FY 25/26	$1,415.66

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70878096	08/21/2025	106968	ORIENTAL TRADING	112	HEALTH SERVICES	40251-53280	CLINIC SERVICES	9341371 PO9627 FY 25/26	$310.49
70878097	08/21/2025	101231	PACIFIC GAS & ELECTRIC	113	CHILD SUPPORT	5015-53300	CHILD SUPPORT SE	3680026792-8 FY 25/26	$3,358.08
70878098	08/21/2025	123541	PACIFIC SKY CREATIVE INC	101	GENERAL FUND	1014-53170	COUNTY ADMINISTR	FY 25/26	$260.00
70878100	08/21/2025	V000334	RESTORE ORTHOTICS AND PROSTHET	106	PUBLIC SAFETY	20321-53192	JAIL - HEALTH SE	TEHAMA CO JAIL-C.COREY FY25/26	$50.00
70878105	08/21/2025	111732	SULLIVAN DRILLING	101	GENERAL FUND	7021-57500	PARKS & RECREATI	FY 25/26	$27,221.00
70878108	08/21/2025	120257	ULINE	220	TC SOLID WASTE M	4045-53280	TC/RB LANDFILL M	6285021 FY 25/26	$616.03
70878110	08/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715 FY 25/26	$2,774.54
70878110	08/21/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715 FY 25/26	$135.76
70878111	08/21/2025	129753	VAN DERMYDEN MAKUS LAW GROUP	107	RISK MANAGEMENT	1101-53315	RISK MANAGEMENT	FY 25/26	$10,598.75
70878112	08/21/2025	136143	VESTIS SERVICES LLC	106	PUBLIC SAFETY	2028-53230	AUTO SHOP	176371000 FY 25/26	$79.84
70878115	08/21/2025	113681	WORLD TELECOM INC	106	PUBLIC SAFETY	2027-53120	SHERIFF	TEHAMA CO SHERIFF FY 25/26	$110.00
70878116	08/21/2025	126109	AMY CONDIE	112	HEALTH SERVICES	40121-53190	PUBLIC HEALTH	MEDICATION FOR CLIENT	$62.98
70878122	08/21/2025	136674	COLUMN NA FBO DH SLATER & SON	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	RETENTION	$26,871.66
70878124	08/21/2025	123020	DH SLATER AND SON INC	103	CAPITAL OUTLAY	1081-57586	PLANT ACQUISITIO	19	$510,561.42
70878126	08/21/2025	125359	DYLON ROSEN	106	PUBLIC SAFETY	2027-53290	SHERIFF	RURAL CRIME SCHOOL 25 FY 25/26	$403.00
70878130	08/21/2025	123200	JACOB M RICKEY	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	ICI MAJOR DRUG/NARCOT FY 25/26	$736.00
70878130	08/21/2025	123200	JACOB M RICKEY	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	INF DEVELOPEMENT MANAG FY25/26	$183.00

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70878132	08/21/2025	126721	JESSE BAIN	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	ICI MAJOR DRUG/NARCOT FY 25/26	$736.00
70878132	08/21/2025	126721	JESSE BAIN	712	TEHAMA MAJOR CRI	71210-53290	TEHAMA MAJOR CRI	INF DEVELOPEMENT MANAG FY25/26	$183.00
70878133	08/21/2025	126627	JESSE E BROWN	106	PUBLIC SAFETY	2027-53290	SHERIFF	RURAL CRIME SCHOOLS 25 FY25/26	$403.00
70878135	08/21/2025	133157	KYLE FISTOLERA	101	GENERAL FUND	2061-53280	AGRICULTURE COMM	FY 25/26	$80.00
70878143	08/21/2025	118049	VALERIE CHAVEZ	102	ROAD FUND	3011-53290	ROAD DEPARTMENT	FY 25/26	$27.42
00000516	08/22/2025	132340	ANTELOPE AUTO REPAIR LLC	101	GENERAL FUND	5062-53170	COMMUNITY ACTION	Repair CAA Car 36	$27.19
00000517	08/22/2025	102493	HUE & CRY SECURITY	101	GENERAL FUND	2061-53180	AGRICULTURE COMM	25/26 Agree#38PA25	$77.50
00000517	08/22/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	DRC BURGLAR MONITOR SEP 25	$29.00
00000517	08/22/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2035-53170	DAY REPORTING CE	LODGE FIRE SPRINK INSP SEP25	$106.95
00000517	08/22/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF ANSUL FIRE INSP SEP 25	$50.00
00000517	08/22/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF FIRE MONITORING SEP 25	$75.00
00000517	08/22/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2036-53230	JUVENILE HALL	JDF SEMIANNUAL FIRE INSP SEP25	$325.00
00000517	08/22/2025	102493	HUE & CRY SECURITY	106	PUBLIC SAFETY	2037-53230	PROBATION	1840 BURLAR MONITOR SEP 25	$80.00
00000518	08/22/2025	101102	MOULE'S TEHAMA COUNTY GLASS IN	101	GENERAL FUND	1074-53180	FACILITIES MAINT	FY 25/26	$480.00
00000519	08/22/2025	108325	STAPLES ADVANTAGE	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	LA 1054406 FY 25/26	$508.27

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70878144	08/22/2025	107355	AIRGAS USA LLC	106	PUBLIC SAFETY	2032-53170	JAIL	2146255 FY 25/26	$69.92
70878145	08/22/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	FY 25/26	$350.00
70878145	08/22/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555204	TC CHILD & FAMIL	FY 25/26	$7,306.25
70878145	08/22/2025	130841	APPLIED SURVEY RESEARCH	535	TC CHILD & FAMIL	53510-555219	TC CHILD & FAMIL	FY 25/26	$4,112.50
70878146	08/22/2025	V000162	ARALI CHAVEZ	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	FY 25/26	$200.00
70878147	08/22/2025	101233	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	FY 25/26 23584130298090	$31.54
70878148	08/22/2025	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	25/26 9391032879 7/12-8/11	$155.71
70878148	08/22/2025	103939	AT&T	101	GENERAL FUND	2061-53120	AGRICULTURE COMM	25/26 9391032903 7/12-8/11	$31.25
70878148	08/22/2025	103939	AT&T	101	GENERAL FUND	2078-53120	DIV OF ANIMAL SE	25/26 9391032870 7/12-8/11	$137.55
70878148	08/22/2025	103939	AT&T	106	PUBLIC SAFETY	2035-53120	DAY REPORTING CE	BAN#9391032832 THRU 8/11/25	$155.40
70878148	08/22/2025	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	BAN#9391001947 THRU 8/11/25	$31.27
70878148	08/22/2025	103939	AT&T	106	PUBLIC SAFETY	2036-53120	JUVENILE HALL	BAN#9391032886 THRU 8/11/25	$129.50
70878148	08/22/2025	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	BAN#939102874 THRU 8/11/25	$220.79
70878148	08/22/2025	103939	AT&T	106	PUBLIC SAFETY	2037-53120	PROBATION	BAN#9391032875 THRU 8/11/25	$380.94
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032856 FY 25/26	$11.16

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70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	9391032939 FY 25/26	$82.81
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40121-53120	PUBLIC HEALTH	FY 25/26 9391032853	$41.72
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032856 FY 25/26	$13.61
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	9391032939 FY 25/26	$112.83
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	FY 25/26 9391032851	$150.90
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	FY 25/26 9391032901	$11.76
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40131-53120	MENTAL HEALTH	FY 25/26 9391032932	$31.25
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032856 FY 25/26	$5.74
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	9391032939 FY 25/26	$22.71
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40171-53120	DRUG & ALCOHOL	FY 25/26 9391032901	$95.42
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032856 FY 25/26	$5.33
70878148	08/22/2025	103939	AT&T	112	HEALTH SERVICES	40251-53120	CLINIC SERVICES	9391032939 FY 25/26	$116.36
70878149	08/22/2025	133447	AUTOZONE DEVELOPMENT CORP	106	PUBLIC SAFETY	2028-53170	AUTO SHOP	1715864 FY 25/26	$191.54
70878150	08/22/2025	111127	CHARTER COMMUNICATIONS	101	GENERAL FUND	1074-53120	FACILITIES MAINT	FY 25/26	$100.00
70878152	08/22/2025	103442	COUNTY OF SAN BERNARDINO	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	SPECIAL DEPARTMENTA FY 25/26	$1,506.00
70878153	08/22/2025	V000559	DAWN JEAN MARIE ALVES	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$85.78
70878154	08/22/2025	128008	DELUXE SMALL BUSINESS SALES IN	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	Ac#45-18980000	$329.07
70878154	08/22/2025	128008	DELUXE SMALL BUSINESS SALES IN	108	SOCIAL SERVICES	5013-53220	SOCIAL SERVICES	Ac#45-18980000	$887.33
70878155	08/22/2025	103045	DEPT OF JUSTICE	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	141165 FY 25/26	$64.00

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70878156	08/22/2025	100535	DEPT OF TRANSPORTATION	105	FIRE FUND	2042-53291	FIRE SCH C VOL	FY 25/26	$182.32
70878157	08/22/2025	V000560	DIANE CASEY	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$84.94
70878158	08/22/2025	104716	DIVERSIFIED SERVICES/COPY CENT	105	FIRE FUND	2042-53220	FIRE SCH C VOL	PO21922 FY 25/26	$1,268.02
70878159	08/22/2025	126292	DOCS MEDICAL GROUP	101	GENERAL FUND	1074-53230	FACILITIES MAINT	FY 25/26	$210.00
70878160	08/22/2025	V000561	DOMENIC CATONA	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$63.64
70878161	08/22/2025	126299	DOOLEY ENTERPRISES INC	106	PUBLIC SAFETY	2027-53280	SHERIFF	000522 FY 25/26	$9,970.94
70878162	08/22/2025	131138	ECLIPSE MEDIA SOLUTIONS	535	TC CHILD & FAMIL	53510-53230	TC CHILD & FAMIL	FY 25/26	$40.00
70878163	08/22/2025	V000562	ERIC FREY	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$81.02
70878164	08/22/2025	136356	FISCAL EXPERTS INC	108	SOCIAL SERVICES	5013-53280	SOCIAL SERVICES	SPECIAL DEPARTMENTAL FY 25/26	$4,410.00
70878165	08/22/2025	V000563	GAYLE E CARTER	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$260.36
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53140	FACILITIES MAINT	6035322532523531 FY 25/26	$127.70
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53170	FACILITIES MAINT	6035322532523531 FY 25/26	$486.93
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53180	FACILITIES MAINT	6035322532523531 FY 25/26	$271.46
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53210	FACILITIES MAINT	6035322532523531 FY 25/26	$239.98
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	1074-53220	FACILITIES MAINT	6035322532523531 FY 25/26	$16.40
70878167	08/22/2025	112395	HOME DEPOT CREDIT	101	GENERAL FUND	1074-53270	FACILITIES MAINT	6035322532523531 FY	$28.99

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			SERVICES					25/26	
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53602	PARKS & RECREATI	6035322532523531 FY 25/26	$205.02
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53604	PARKS & RECREATI	6035322532523531 FY 25/26	$24.08
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53606	PARKS & RECREATI	6035322532523531 FY 25/26	$20.76
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	101	GENERAL FUND	7021-53607	PARKS & RECREATI	6035322532523531 FY 25/26	$441.14
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40121-53140	PUBLIC HEALTH	FY 25/26	$1.92
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40121-53180	PUBLIC HEALTH	FY 25/26	$21.39
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40131-53140	MENTAL HEALTH	FY 25/26	$3.05
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40131-53180	MENTAL HEALTH	FY 25/26	$61.16
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40171-53140	DRUG & ALCOHOL	FY 25/26	$4.94
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40171-53180	DRUG & ALCOHOL	FY 25/26	$25.71
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40251-53140	CLINIC SERVICES	FY 25/26	$3.51
70878167	08/22/2025	112395	HOME DEPOT CREDIT SERVICES	112	HEALTH SERVICES	40251-53180	CLINIC SERVICES	FY 25/26	$26.36
70878168	08/22/2025	134372	HUMBOLDT MOVING & STORAGE	101	GENERAL FUND	2061-53230	AGRICULTURE COMM	PO 56197 FY25/26 Shredding	$38.50

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70878168	08/22/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	780 ANTELOPE JULY 25	$59.59
70878168	08/22/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	1790 WALNUT JULY 2025	$114.58
70878168	08/22/2025	134372	HUMBOLDT MOVING & STORAGE	106	PUBLIC SAFETY	2037-53140	PROBATION	1840 WALNUT JULY 25	$114.58
70878169	08/22/2025	134656	HUMBOLDT MOVING & STORAGE CO I	106	PUBLIC SAFETY	2027-53230	SHERIFF	TEHAMASHERIFF FY 25/26	$63.00
70878170	08/22/2025	136121	HUNT & SONS LLC	105	FIRE FUND	2042-53291	FIRE SCH C VOL	6014 FY 25/26	$2,846.76
70878171	08/22/2025	132637	INTERNATIONAL CHEMTEX CORP	101	GENERAL FUND	1074-53230	FACILITIES MAINT	FY 25/26	$730.00
70878172	08/22/2025	V000564	JAMES DANIELSEN	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$92.48
70878173	08/22/2025	102590	JAMES WHITE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$157.40
70878174	08/22/2025	V000565	JENNIFER L LENWELL	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$81.84
70878175	08/22/2025	V000615	JOAN L ALLEN	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$87.04
70878176	08/22/2025	V000566	JOHN BOHRER	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$55.78
70878177	08/22/2025	V000568	JOHN GENTRY	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$88.00
70878178	08/22/2025	V000567	JOHN L BREWER	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$163.92
70878179	08/22/2025	101699	JOHN W CORNELISON DBA	106	PUBLIC SAFETY	2035-53180	DAY REPORTING CE	SPORTSMANS LODGE-REKEY LOCKS	$40.00
70878180	08/22/2025	134040	KELLEY DOLLING	535	TC CHILD & FAMIL	53510-555206	TC CHILD & FAMIL	FY 25/26	$500.00
70878181	08/22/2025	V000569	LONNIE JAY PHILLIPS	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$88.80
70878182	08/22/2025	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2035-53290	DAY REPORTING CE	STC#08458464 MURPHY	$150.00
70878182	08/22/2025	133436	M L ESLINGER &	106	PUBLIC SAFETY	2036-53290	JUVENILE HALL	STC#08458464 VILLALBA	$150.00

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			ASSOCIATES INC						
70878182	08/22/2025	133436	M L ESLINGER & ASSOCIATES INC	106	PUBLIC SAFETY	2037-53290	PROBATION	STC#08458464 FAIN	$150.00
70878183	08/22/2025	123038	MENDES SUPPLY COMPANY	101	GENERAL FUND	1074-53140	FACILITIES MAINT	FY 25/26	$448.12
70878184	08/22/2025	V000616	MIGUEL BARRIGA	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$35.58
70878185	08/22/2025	V000161	NEREYDA SALGADO	535	TC CHILD & FAMIL	53510-555202	TC CHILD & FAMIL	FY 25/26	$200.00
70878186	08/22/2025	116981	NORCAL PRESORT	101	GENERAL FUND	1026-53220	TAX COLLECTOR	PO36711 FY 25/26	$754.71
70878187	08/22/2025	133323	OFFICE THREE SIXTY INC	101	GENERAL FUND	2078-53220	DIV OF ANIMAL SE	25/26 portfolio	$83.59
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	101	GENERAL FUND	7021-53300	PARKS & RECREATI	2065977939-9 FY 25/26	$37.17
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	0348332864-1 FY 25/26	$231.52
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	3395590579-0 FY 25/26	$76.35
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	6174749535-8 FY 25/26	$345.37
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	105	FIRE FUND	2042-53300	FIRE SCH C VOL	7477614270-0 FY 25/26	$35.82
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	106	PUBLIC SAFETY	2036-53300	JUVENILE HALL	ACCT#4402923101-4 AUG 25	$5,290.51
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40121-53300	PUBLIC HEALTH	90901360622-6 FY 25/26	$5.27
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40131-53300	MENTAL HEALTH	9090130622-6 FY 25/26	$6.42
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40171-53300	DRUG & ALCOHOL	9090130622-6 FY 25/26	$2.71
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	112	HEALTH SERVICES	40251-53300	CLINIC SERVICES	9090130622-6 FY 25/26	$2.52
70878188	08/22/2025	101231	PACIFIC GAS & ELECTRIC	602	LOS MOLINOS LIGH	60210-53300	LOS MOLINOS LIGH	Ac#5857641234-8	$863.09
70878189	08/22/2025	130500	PETHEALTH SERVICES INC.	101	GENERAL FUND	2078-53280	DIV OF ANIMAL SE	25/26 pO57202 MICROCHIPS	$3,574.37
70878190	08/22/2025	108185	PRODUCERS DAIRY FOODS	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	ACCT 692071 8-15-25	$115.02

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			INC						
70878191	08/22/2025	110235	REDWOOD TOXICOLOGY	101	GENERAL FUND	2072-53230	SHERIFF - CORONE	302458 FY 25/26	$476.00
70878192	08/22/2025	103082	RIVERSIDE LANDSCAPE & MASONRY	101	GENERAL FUND	7021-53606	PARKS & RECREATI	FY 25/26	$279.50
70878194	08/22/2025	V000571	ROSS L SNYDER	101	GENERAL FUND	2016-53160	GRAND JURY	FY 5/26	$50.16
70878195	08/22/2025	V000572	RYLIE VISE	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$149.60
70878196	08/22/2025	V000257	SELECT JANITORIAL INC	535	TC CHILD & FAMIL	53510-53180	TC CHILD & FAMIL	FY 25/26	$230.00
70878197	08/22/2025	135605	SPECTRUM	535	TC CHILD & FAMIL	53510-53120	TC CHILD & FAMIL	8413120110191392 FY 25/26	$141.25
70878198	08/22/2025	V000573	STEPHANIE L MAYFIELD	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$168.92
70878199	08/22/2025	V000617	STEPHEN A LAYMON	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$21.44
70878200	08/22/2025	102591	STEVE ZANE	105	FIRE FUND	2042-53210	FIRE SCH C VOL	FY 25/26	$157.40
70878201	08/22/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53130	JAIL	619919 FY 25/26	$1,862.90
70878201	08/22/2025	107566	SYSCO	106	PUBLIC SAFETY	2032-53140	JAIL	619919 FY 25/26	$211.01
70878201	08/22/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53130	DAY REPORTING CE	CUST#346486 8-12-25	$226.59
70878201	08/22/2025	107566	SYSCO	106	PUBLIC SAFETY	2035-53140	DAY REPORTING CE	CUST#346486 8-12-25	$190.09
70878201	08/22/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53130	JUVENILE HALL	CUST #346486 8-12-25 SNP	$1,789.88
70878201	08/22/2025	107566	SYSCO	106	PUBLIC SAFETY	2036-53140	JUVENILE HALL	CUST #346486 8-12-25 SNP	$279.50
70878202	08/22/2025	133407	THE EMBROIDERY SHOPPE	113	CHILD SUPPORT	5015-53230	CHILD SUPPORT SE	PO51801 FY 25/26	$28.49
70878203	08/22/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53220	SHERIFF	5305297930 FY 25/26	$441.69
70878203	08/22/2025	134948	UBEO MIDCO LLC	106	PUBLIC SAFETY	2027-53250	SHERIFF	5305297930 FY 25/26	$2,387.43
70878204	08/22/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53130	JAIL	3370715 FY 25/26	$1,835.22

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70878204	08/22/2025	105075	US FOODS INC	106	PUBLIC SAFETY	2032-53140	JAIL	3370715 FY 25/26	$248.68
70878205	08/22/2025	111705	US POSTAL SERVICES	101	GENERAL FUND	1021-53220	AUDITOR CONTROLL	FY 25/26 PO 428948	$4,748.65
70878206	08/22/2025	V000574	VICTORIA ELLEN BRUTON	101	GENERAL FUND	2016-53160	GRAND JURY	FY 25/26	$216.92
70878207	08/22/2025	V000256	WEST COAST PAPER CO INC	108	SOCIAL SERVICES	5013-53140	SOCIAL SERVICES	1895 FY 25/26	$310.96
70878208	08/22/2025	111106	ZOETIS	101	GENERAL FUND	2078-53190	DIV OF ANIMAL SE	25/26 vanguard feline,vanguard	$2,192.90
70878209	08/22/2025	V000620	ANDREW & JACQUELINE MILLER	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur 2048424 FY 25/26	$400.00
70878212	08/22/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-53120	TC CHILD & FAMIL	FY 25/26	$100.63
70878212	08/22/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	FY 25/26	$86.40
70878212	08/22/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	MAILCHIMP REIB JULY FY 25/26	$46.00
70878212	08/22/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-53220	TC CHILD & FAMIL	MAILCHIMP REIMB AUG FY 25/26	$46.00
70878212	08/22/2025	130779	HEIDI MENDENHALL	535	TC CHILD & FAMIL	53510-53290	TC CHILD & FAMIL	FY 25/26	$42.91
70878217	08/22/2025	107303	JENNIFER SISNEROS	101	GENERAL FUND	6021-53280	LIBRARY	FY 25/26	$15.86
70878220	08/22/2025	133736	LAURIANNE GRIFFIN, TRUSTEE	105	FIRE FUND	2042-53220	FIRE SCH C VOL	FY 25/26	$11.87
70878221	08/22/2025	118190	MIRNA LUNA	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Reim Live Scan FY 25/26	$89.00
70878222	08/22/2025	101231	PACIFIC GAS & ELECTRIC	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	2911216705-0 FY 25/26	$729.06
70878225	08/22/2025	V000621	SHANNON & LETTICIA CHAMBERS	108	SOCIAL SERVICES	5013-55401	SOCIAL SERVICES	Non-Recur 2048425 FY 25/26	$400.00
70878226	08/22/2025	135739	SHAUNTE STEWART	105	FIRE FUND	2042-53290	FIRE SCH C VOL	DINS COURSE FY 25/26	$47.02

Tehama County

Agenda Request Form

File #: 25-1540 **Agenda Date:** 9/9/2025 **Agenda #:** 2.

AUDITOR'S CLAIMS

Requested Action(s)
a) Court Operations, 2017-53230, Kent R. Caruso, PH.D., $500.00.
b) Auditor-Controller, 2009-555215, State Treasurer-Cash Management, $23,122.50.
c) Auditor-Controller, 2009-555210, State Treasurer-Cash Management, $156,990.00.

Financial Impact:
As Listed.

Background Information:
Click here to enter Background Info.

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

FY25/26

RECEIVED AUG 25 2025

AUDITORS USE ONLY	
COUNTY CLAIM NO: 25-	
VENDOR NO: 102157	KP & VERIFIED:

CLAIMANT'S NAME/ADDRESS:
KENT R. CARUSO, PH.D.
P.O. BOX 994445
REDDING, CA. 96099

(Do not address if transaction is between county departments)

DEPARTMENT: **Defense Counsel**

DEPARTMENT USE
PURCHASE ORDER/AGREEMENT NO:

FUND/DEPT	ACCT. NO	PROJECT NO.	ACCT. NO.	WARRANT DESCRIPTIONS (25 positions)	AMOUNT
2065	52320			People vs	$ 500.00
2017	53230			Case Number 23MH000002	
				HON. MATTHEW McGLYNN, JUDGE	
				ATTY. CHRISTOPHER LOGAN	
				8/20/25 COURT/SUBPOENA	
				8/22/25 FY25/26	

DATE	DESCRIPTION – CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED.	TOTAL ▶	$500.00
8/20/2025	8/20/2025 COURT PREP & STANDBY BLOCKED TIME (23MH000002)		

Ex Parte Request for Doctor to Testify

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

Agreement Required:
- All services except one-time
- Insurance must be on file
- Write Agreement number above

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

KENT R. CARUSO, PH.D.

CLAIMANT Kent R. Caruso Ph.D

LICENSED CLINICAL-FORENSIC PSYCHOLOGIST

I hereby certify, under penalty of perjury, that I have not violated any of the provisions of Article Four, Chapter One, Division Four, Title One of the Calif. Gov. Code. Furthermore, that the articles of services specified in the above claim were necessary and were ordered by me for use by the department and for the purpose indicated above that the articles or services have been delivered or performed as stated hereon except as otherwise indicated by me. 8/22/25

SIGNED Matt McGlynn 8/25/2025

Department Head or Authorized Signature/Date

AUDITOR USE ONLY

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

LEROY ANDERSON
Auditor/Controller

By AZ 8/26/25
Deputy County Auditor

BOARD OF SUPERVISORS

Approved: Date _____

Chairman

FORM A-121

FY 25/26

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

AUDITORS USE ONLY	
COUNTY CLAIM No: 25-	
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			8/20/25 FY25/26	
				PLEASE RETURN WARRANT TO FRAN	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	$23,122.50
8/20/2025	2nd Court Facilities Payment 2025/26 Pursuant to Trial Court Facilities Act of 2002 #2 of 4		

2009	555215

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

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

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

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

AUDITORS USE ONLY
I hereby certify that the above claim was examined and approved by this office.
KRISTA PETERSON
Auditor-Controller
By AZ 8/26/25
Deputy County Auditor

BOARD OF SUPERVISORS
Approved:
Date
Chairman

CLAIMANT Fran Mayo

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 Mayo 8/20/25
Department Head or Authorized Signature / Date

FY25/26

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

AUDITORS USE ONLY	
COUNTY CLAIM No: 25-	
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
				8/20/25 FY25/26	
				PLEASE RETURN WARRANT TO FRAN	

DATE	DESCRIPTION - CLAIMS MUST BE ITEMIZED AND INVOICES ATTACHED	TOTAL	$156,990.00
8/29/2023	25% PAYMENT 2nd INSTALLMENT 2025-26 REQUIRED BY AB233 CHAPTER 850 STATUTUES OF 1997 WITH REDUCTIONS FOR AB139 & AB145 REQUIRED BY AB1759 CHAPTER 157 STATUTES OF 2003 #2 OF 4 2025-26 * 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.

AUDITORS USE ONLY
I hereby certify that the above claim was examined and approved by this office.
KRISTA PETERSON
Auditor-Controller
By AZ 8/26/25
Deputy County Auditor

BOARD OF SUPERVISORS
Approved:
Date
Chairman

CLAIMANT F Mayer

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 Mayer 8/20/25
Department Head or Authorized Signature / Date

Tehama County

Agenda Request Form

File #: 25-1504 **Agenda Date:** 9/9/2025 **Agenda #:** 3.

CAMP TEHAMA

Requested Action(s)
a) DONATION - Request approval and authorization for the Administrative Services Director to accept the donation from the Red Bluff Kiwanis of $5,000 to be used for cabin improvements.

Financial Impact:
This donation will be used to improve existing camp infrastructure as needed.

Background Information:
The Red Bluff Kiwanis have generously donated to Camp Tehama in order to ensure the camp's continuing usability and service to the community. The Camp Tehama Committee has elected to put these funds toward needed repairs and upgrades to existing cabins.

Tehama County

Agenda Request Form

File #: 25-1507 **Agenda Date:** 9/9/2025 **Agenda #:** 4.

BEND BRIDGE PARK

Requested Action(s)
a) DONATION - Request approval and authorization for the Administrative Services Director to accept the donation of a concrete picnic table for Bend Bridge Park from Nancey Mackey, with a value of approximately $1,575

Financial Impact:
No cost to the County. Facilities staff will place the table while performing other scheduled projects at the park.

Background Information:
Administration staff was contacted by an individual seeking to donate a picnic table at Bend Bridge Park in memory of a friend. The park is in need of a replacement table, and this donation will improve the facility to the benefit of the public. The proposed donation will include a plaque on the table, with the proposed language reading:

In Loving Memory
Tracy Bosworth Ross
An adventurer who walked this earth with an open heart.
January 13,1967-June 4, 2024

Tehama County

Agenda Request Form

File #: 25-1538 **Agenda Date:** 9/9/2025 **Agenda #:** 5.

HEALTH SERVICES AGENCY / MENTAL HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign the agreement and supporting documents for the contract number 25-50157 with the California Department of Health Care Services (DHCS) for the provision of specialty mental health services to eligible Medi-Cal beneficiaries, effective 7/1/25 and shall terminate 12/31/26

Financial Impact:
This contract term has a zero-contract amount. The Mental Health Plan's authority to be paid is established in accordance with Chapter 3, part 2, Division 5 of the Welfare and Institution Code along with Section 5600, 5750, 5650 and Government Code Sections 11138, 14705 and 14781. Therefore, it is not necessary to include funding for the term of the Contract. Match to paid using Mental Health Realignment and Mental Health Services Act (MHSA) funds allocated in budget unit 40131. There is no impact to the general fund.

Background Information:
County Mental Health programs are responsible for the oversight of the provision of specialty mental health services to Medi-Cal beneficiaries. This contract outlines the regulations, responsibilities and compliance requirements for the provision of those services. Additionally, it provides the mechanism for counties to bill for Medi-Cal services through the California Department of Healthcare Services (DHCS) and receive the Federal Financial Participation (FFP) from the Federal Government. The contract outlines the payment provisions established through regulation for funds distributed to the county from the Mental Health Subaccount, Mental Health Equity Subaccount, the Vehicle License Collection Account, the Mental Health Account, the Behavioral Health Subaccount of the local Revenue Fund 2011, the Mental Health Services Fund, as well as the auditing, claims adjudication, administrative claiming, and cost reporting requirements.

SCO ID: 4260-2550157

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50157	

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

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
Tehama County Health Services Agency, Mental Health Division

2. The term of this Agreement is:

START DATE
July 1, 2025

THROUGH END DATE
December 31, 2026

3. The maximum amount of this Agreement is:
$0 (Zero Dollars).

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	{SMHS and DMC-ODS only} Organization and Administration	9
Exhibit A, Attachment 2A	{SHMS only} Scope of Services	7
+ - Exhibit A, Attachment 2B	{SMHS only} Peer Support Services	1
+ - Exhibit A, Attachment 2C	[Reserved]	1
+ - Exhibit A, Attachment 2D	[Reserved]	1
+ - Exhibit A, Attachment 2E	[Reserved]	1
+ - Exhibit A, Attachment 2F	[Reserved]	1
+ - Exhibit A, Attachment 3	Financial Requirements	4
+ - Exhibit A, Attachment 4	Management Information Systems	5
+ - Exhibit A, Attachment 5	{SMHS and DMC-ODS only} Quality Improvement System	7
+ - Exhibit A, Attachment 6	Utilization Management and Parity	4

SCO ID: 4260-2550157

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50157	

Exhibits	Title	Pages
+ - Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	7
+ - Exhibit A, Attachment 8	Provider Network, Contract Providers, and Timely Access	17
+ - Exhibit A, Attachment 9	[Reserved]	1
+ - Exhibit A, Attachment 10	Coordination and Continuity of Care	5
+ - Exhibit A, Attachment 11	Information Requirements	15
+ - Exhibit A, Attachment 12	Member Problem Resolution	17
+ - Exhibit A, Attachment 13	Program Integrity	15
+ - Exhibit A, Attachment 14	Reporting Requirements	6
+ - Exhibit B	Budget Detail and Payment Provisions	6
+ - Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
+ - Exhibit D	Special Terms and Conditions	40
+ - Exhibit E	Additional Provisions	18
+ - Exhibit E, Attachment 1	General Definitions	12
+ - Exhibit E, Attachment 2	SMHS: Service Definitions	9
+ - Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	5
+ - Exhibit F	Business Associate Addendum (HIPAA)	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

SCO ID: 4260-2550157

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50157	

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, Mental Health Division

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 400 Red Bluff, CA 96080	Red Bluff	CA	96080

PRINTED NAME OF PERSON SIGNING	TITLE
Jayme S. Bottke	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Jayme S Bottke	8-19-25

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue MS4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	WIC § 14184.102(e); WIC § 14703.

Exhibit A
SCOPE OF WORK

1. Service Overview

A. The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the Medi-Cal behavioral health services described herein.

B. The Contractor will provide or arrange for the provision of the following specialty mental health services (SMHS), Drug Medi-Cal Organized Delivery System (DMC-ODS) services, and/or Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in Contractor's County who meet the applicable access criteria.

C. This Contract covers the provision of:

[X] SMHS. If this box is checked, Contractor will provide and/or arrange for the provision of SMHS as a Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. All requirements in the Contract that are identified as SMHS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC-ODS services operating as a PIHP as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as DMC-ODS requirements shall apply to Contractor if this box is checked.

[ ] DMC-ODS Partnership Health Plan of California (PHC) Model. If this box is checked, Contractor will subcontract with PHC for the provision of certain DMC-ODS services. All requirements in the Contract that are identified as DMC-ODS PHC Model requirements, as well as all requirements identified as DMC-ODS requirements (except as otherwise specified), will apply to Contractor if this box is checked.

[ ] DMC services. If this box is checked, Contractor will provide and/or arrange for the provision of DMC State Plan services under a fee-for-service structure. All requirements in the Contract that are identified as DMC requirements shall apply to Contractor if this box is checked.

D. The services identified above are referred to as "Covered Services" in the remainder of this Contract.

Exhibit A
SCOPE OF WORK

E. {Integrated contracts only}

1) If the Contractor chooses to provide both SMHS and DMC-ODS services within this Contract, Contractor will provide and arrange for the provision of both SMHS and DMC-ODS services operating as a single PIHP with a non-risk contract as defined in 42 C.F.R. part 438.2. All requirements in the Contract that are identified as applying to integrated contracts (DMC-ODS) shall apply to Contractor.

2) If the Contractor chooses to provide both SMHS and DMC services within this Contract, Contractor will provide and arrange for the provision of SMHS operating as a PIHP as defined in 42 C.F.R. part 438.2 and will provide or arrange for the provision of DMC services under a fee-for-service structure, outside the PIHP managed care structure. All requirements in the Contract that are identified as applying to integrated contracts (DMC) shall apply to Contractor.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including out-of-network facilities as applicable.

3. Service Hours

A. {SMHS and DMC-ODS only} Services shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.

B. {DMC only} Services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

Department of Health Care Services	**Tehama County Health Services Agency, Mental Health Division**
Linda Dornseif, MPH, Chief Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Jayme Bottke, Executive Director Telephone: 530-527-8491 Fax: 530-527-0703 Email: Jayme.Bottke@tchsa.net

Exhibit A
SCOPE OF WORK

B. Direct all inquiries to:

Department of Health Care Services	**Tehama County Health Services Agency, Mental Health Division**
Medi-Cal Behavioral Health Policy Division Attention: Ivan Bhardwaj, Division Chief 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-842-8598 Email: ivan.bhardwaj@dhcs.ca.gov	Jayme Bottke P.O. Box 400 Red Bluff, CA 96080 Telephone: 530-527-8491 Fax: 530-527-0703 Email: Jayme.Bottke@tchsa.net

C. 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 Contract.

5. General Authority

A. {SMHS} This Contract is entered into in accordance with Welfare and Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and Contractor agree that this Contract meets that requirement for the County.

B. {DMC-ODS} The Contractor has elected to opt into the DMC-ODS to provide or arrange covered DMC-ODS services described under this Contract to Medi-Cal members who reside within the Contractor's County borders. This Contract is an intergovernmental agreement between the State and Contractor by authority of chapter 3 (§ 11758.10 et seq.) of Part 1, Division 10.5 of the Health & Safety (H&S) Code and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services. This Contract is entered into in accordance with Health and Safety Code section 11848.5, W&I Code sections 14021.51–14021.53, 14124.20– 14124.25, and 14184.100 et seq., and Behavioral Health Information Notice (BHIN) 23-001 (including any successor BHIN).

Exhibit A
SCOPE OF WORK

C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.

D. {SMHS and DMC-ODS} Federal PIHP Requirements.

1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to county behavioral health programs under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.

2) The Centers for Medicare and Medicaid Services (CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of services as a PIHP, in accordance with 42 C.F.R. part 438.3(a).

E. All Exhibits, Attachments, and Sections in this Contract apply to the delivery of all covered services identified in Exhibit A, Scope of Work, Section 1, except as otherwise indicated in this Contract.

F. Where a requirement in this Contract applies to more than one service type or delivery system, but is followed by a legal citation that only applies to one service type or delivery system (i.e. SMHS, DMC-ODS, or DMC), the legal citation does not limit application of the corresponding contracting requirements to one service type or delivery system.

G. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

H. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

Exhibit A
SCOPE OF WORK

I. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of sections 7405 and 11135 of the California Government Code, section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed; Contract Performance

A. See the Attachments to Exhibit A for a detailed description of the services to be performed.

B. Contractor must maintain the necessary organization and level of staffing to implement and operate this Contract. Contractor must ensure the following:

1) Contractor has an accountable Board of Supervisors or county Behavioral Health Director;

2) Compliance with this Contract is a high priority and that Contractor is committed to supplying any necessary resources to assure full performance of the Contract;

3) [Reserved]

4) Adequate staffing in medical and other health services, fiscal and administrative capacity sufficient to effectively conduct Contractor’s business; and

5) Written procedures are developed and maintained for conducting Contractor’s business, including the provision of health care services, in compliance with federal and State Medicaid law.

Exhibit A
SCOPE OF WORK

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that 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 A
SCOPE OF WORK

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

A. The Contractor shall comply with the provisions of the Contractor's Implementation Plan for the [SMHS program and/or the DMC-ODS program] as approved by the Department; provided, however, that the requirements of this Contract, applicable law, or Department guidance shall control to the extent there is any conflict between these authorities and the Contractor's Implementation Plan. The Contractor shall obtain written approval by the Department prior to making any changes to either Implementation Plan as approved by the Department.

B. If the Contractor is implementing DMC-ODS for the first time, or if Contractor will provide or arrange for the provision of covered benefits to new eligibility groups in either the SMHS program or DMC-ODS program, then the Contractor shall develop an Implementation Plan for the applicable program that is consistent with the readiness review requirements set forth in 42 C.F.R. part 438.66(d)(4), and, as applicable, state requirements such as Cal. Code Regs. (hereafter C.C.R.), tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1) & (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan.

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship, as described in subsection C, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

C. The Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

D. The Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

E. The Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2))

F. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this Contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this Contract to subcontractors or contracted providers, if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Contract with the Department, notwithstanding any relationship(s) that the Contractor may have with any subcontractor or contracted provider. (42 C.F.R. § 438.230(b)(1).)

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

4. Subcontracts and Provider Contracts

A. This provision is a supplement to Section 5 (Subcontract Requirements) in Exhibit D which is attached hereto as part of this Contract.

1) Pursuant to Exhibit D, Section 5.d, the Department hereby, and until further notice, waives its right to prior review and approval of subcontracts or provider contracts, including existing subcontracts or provider contracts. The Department does not waive its right to review subcontracts or provider contracts for any other purpose outlined in this Contract.

B. No subcontract or provider contract terminates the legal responsibility of the Contractor to the Department to assure compliance with all terms and conditions of this Contract. (42 C.F.R. § 438.230(b).)

C. All subcontracts shall be in writing.

D. All provider contracts for inpatient and residential services shall require that contracted providers maintain necessary licensing, certification and mental health program approvals, as applicable.

E. Each subcontract and provider contract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor’s and contracted provider agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor’s obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's and contracted provider’s agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor or contracted provider from the Contractor.

5) The requirement that the subcontract or provider contract be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of the Contractor under this Contract, including the federal and state requirements listed in Exhibit E, Section 6.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

6) Requirement that the subcontractor or contracted provider comply with all applicable Medicaid laws, regulations, sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract or provider contract.

8) Provisions for full and partial revocation of the subcontract or provider contract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor or contracted provider has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this Contract, including the nondiscrimination provisions at Exhibit E, Section 4.C, and any other provisions specifically identified in this Contract as applying to subcontractors or contracted providers.

10) A requirement that the subcontractor or contracted provider make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, U.S. Department of Health and Human Services (hereafter HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor or the contracted provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's or contracted provider's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) A requirement that the subcontractor or contracted provider maintain books and records of its work pursuant to its subcontract or provider contract, in accordance with Exhibit E, Section 5.A.

12) A requirement that the Contractor monitor the subcontractor's or contracted provider's compliance with the provisions of the subcontract or provider contract and this Contract and a

requirement that the subcontractor or contracted provider provide a corrective action plan if deficiencies are identified, including as described in Exhibit A, Attachment 13, Section 9.

13) Subcontractor's or contracted provider's agreement to hold harmless both the State and members in the event the Contractor cannot or does not pay for services performed by the subcontractor or contracted provider pursuant to the subcontract or provider contract.

14) Subcontractor's or contracted provider's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract or provider contract.

15) Subcontractor's or contracted provider's agreement that assignment or delegation of the subcontract or provider contract shall be void unless prior written approval is obtained from the Contractor.

16) The requirement that any person to whom duties in the subcontract or provider contract are assigned or delegated shall comply with the requirements of this section 4.

F. The Contractor shall require that subcontractors and contracted providers under a contractual, referral, or other arrangement with the Contractor not bill members for covered services in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C)).)

G. {DMC-ODS PHC Model only}

1) PHC is the Contractor's sole subcontractor under this Contract.

2) If Contractor's subcontract with PHC is terminated, the Contractor shall notify the Department within two business days. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

5. Accreditation Status

A. The Contractor is not required to obtain accreditation by a private independent accrediting entity. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

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{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict-of-interest safeguards described in:

1) 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and

2) The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.

B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; 2 C.C.R. § 18704; 42 C.F.R. § 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (2 C.C.R. § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, 2 C.C.R. § 18707(a); 42 C.F.R. § 438.3(f)(2).)

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{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Contract Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

E. Additional Requirements.

1) DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

2) Conflicts of interest include, but are not limited to:

i. An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

ii. An instance where the Contractor's or 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.

3) If DHCS is or becomes aware of a known or suspected conflict of interest, DHCS will notify the Contractor of the known or suspected conflict and the Contractor will be given an opportunity to respond to or resolve the alleged conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification to provide DHCS with complete information regarding the suspected conflict. If a conflict of interest is determined to exist

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

7. Documentation Standards

A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department, including in BHIN 23-068 and any subsequent guidance.

B. In the event of a conflict between the terms of this Contract relating to documentation standards and a state or federal statute or regulation, or a BHIN issued by DHCS, the Contractor shall adhere to the applicable statute, regulation, or BHIN.

8. Laboratory Testing Requirements

A. 42 C.F.R. part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

1) Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for provider-performed microscopy procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or

2) Is CLIA-exempt.

B. These rules do not apply to components or functions of:

1) Any facility or component of a facility that only performs testing for forensic purposes.

2) Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.

3) Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

Exhibit A – Attachment 1
{SMHS and DMC-ODS only} Plan ORGANIZATION AND ADMINISTRATION

C. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 C.F.R. section 493, except that the Secretary may modify the application of such requirements as appropriate.

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1. Criteria for Members to Access Specialty Mental Health Services

The Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below. The Contractor shall ensure that these access criteria are accurately reflected in its manuals and other materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073.)

A. Criteria for Adult Members to Access the SMHS Delivery System

For members 21 years of age or older, the Contractor shall provide covered SMHS for members who meet both of the following criteria, (1) and (2) below:

1) The member has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities; and/or

ii. ii. A reasonable probability of significant deterioration in an important area of life functioning,

AND

2) The member's condition as described in paragraph (1) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems; or

ii. A suspected mental disorder that has not yet been diagnosed.

(W&I Code § 14814.402, subd. (c).)

B. Criteria for Members under Age 21 to Access the SMHS Delivery System

For enrolled members under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code. Covered SMHS shall be provided to enrolled members who meet either of the following criteria:

1) The member has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma

screening tool approved by the Department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness;

OR

2) The member meets both of the following requirements in i and ii below:

i. The member has at least one of the following:

a. A significant impairment;

b. A reasonable probability of significant deterioration in an important area of life functioning;

c. A reasonable probability of not progressing developmentally as appropriate; or

d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide,

AND

ii. The member's condition as described in subparagraph (A) is due to one of the following:

a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems;

b. A suspected mental health disorder that has not yet been diagnosed; or

c. Significant trauma placing the member at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

(W&I Code § 14184.402, subd. (d).)

2. Provision of Services

A. For each member who meets the SMHS access criteria, as defined above, the Contractor shall provide or arrange, and pay for, the SMHS listed below that are medically necessary (as defined in Exhibit E, Attachment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

1), and clinically appropriate to address that member's presenting condition, including services for a member who is under the age of 21 consistent with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements. Contractor is obligated to cover all mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services (NSMHS), as established in W&I Code section 14184.402(b), that are medically necessary EPSDT services for members under the age of 21 who meet SMHS access criteria. Covered services shall be provided in accordance with this Contract, the California Medicaid State Plan, the applicable statutes and regulations (including 9 C.C.R. §§ 1810.345, 1810.350 and 1810.405, and 42 C.F.R. § 438.210), and any relevant information notices issued by the Department. See Exhibit E, Attachment 2 for detailed definitions of the SMHS listed below:

1) Mental Health Services;

2) Medication Support Services;

3) Day Treatment Intensive;

4) Day Rehabilitation;

5) Crisis Intervention;

6) Crisis Stabilization;

7) Adult Residential Treatment Services;

8) Crisis Residential Treatment Services;

9) Psychiatric Health Facility Services;

10) Intensive Care Coordination (for members under the age of 21);

11) Intensive Home Based Services (for members under the age of 21);

12) Therapeutic Behavioral Services (for members under the age of 21);

13) Therapeutic Foster Care (for members under the age of 21);

14) Psychiatric Inpatient Hospital Services;

15) Targeted Case Management;

16) Peer Support Services (if the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 2B); and

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

17) For members under the age of 21, the Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code (W&I Code § 14184.402 (d)).

18) Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services") (W&I Code § 14132.57, BHIN 23-025).

B. Medi-Cal Managed Care Plan members receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency – for which members receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient SMHS, as provided for in this Contract and as required pursuant to section 1396d(r) of title 42 of the United States Code. Prescription drug and emergency benefits are provided through other delivery systems.

3. Requirements for Emergency and Post-Stabilization Services

A. Emergency and post-stabilization services described in 42 C.F.R. section 438.114 provided in a hospital emergency department are not SMHS covered by Contractor. Emergency and post-stabilization services provided in a hospital emergency department for Medi-Cal members are covered by Medi-Cal Managed Care Plans or through fee-for-service. Medi-Cal Managed Care Plans cover and pay for medically necessary emergency and post stabilization services provided in a hospital emergency department including the following:

1) Emergency room professional services as described in 22 C.C.R. section 53855. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the member.

2) Facility charges claimed by emergency departments (All Plan Letter (APL) 22-005, BHIN 22-011) for emergency room visits;

3) Post-Stabilization services as defined in 42 C.F.R. section 438.114(a).

B. Contractor shall comply with BHIN 22-017, BHIN 22-011, and any subsequent Departmental guidance, pertaining to authorization requirements for inpatient psychiatric services and payment responsibilities for services provided to individuals experiencing a

psychiatric emergency medical condition, as defined in Health and Safety Code section 1317.1, in a hospital or psychiatric health facility inpatient setting.

4. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require contracted providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with BHIN 22-016 and any subsequent departmental notices.

B. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation meet the applicable requirements of 9 C.C.R. §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation programs include in the services provided one or more of the following service components: assessment, treatment planning, therapy, psychosocial rehabilitation. Both programs must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone.

D. Staffing Requirements. Staffing ratios shall be consistent with the requirements in 9 C.C.R. § 1840.350, for day treatment intensive, and 9 C.C.R. tit. 9 § 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

intensive or day rehabilitation activities are being performed exclusive of other activities.

E. The Contractor shall ensure that the contracted provider receives Medi-Cal reimbursement only if the member is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the member's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

F. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 23-068.

G. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult member, or one contact per month with the legally responsible adult for a member who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult members may decline this service component. The contacts should focus on the role of the support person in supporting the member's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

H. Written Program Description. The Contractor shall ensure that all contracted Day treatment intensive programs and day rehabilitation programs have a written program description. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review and approve or deny the written program description for compliance with this section. The Contractor shall not authorize a day treatment intensive or day rehabilitation provider to provide services until the Contractor approves the written program description.

I. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

1) A half day shall be billed for each day in which the member receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

Exhibit A – Attachment 2A
{SMHS only} SCOPE OF SERVICES

2) A full day shall be billed for each day in which the member receives face-to-face services in a program with services available more than four hours per day.

3) Although the member must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the member.

4) The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not include these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

5. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are SMHS covered as EPSDT. (9 C.C.R. § 1810.215.) TBS are intensive, one-to-one services designed to help members and their parents/caregivers manage specific behaviors using short-term measurable goals based on the member's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A – Attachment 2B
[Reserved]

Exhibit A – Attachment 2C
[RESERVED]

Exhibit A – Attachment 2D
[RESERVED]

Exhibit A – Attachment 2E
[RESERVED]

Exhibit A – Attachment 2F
[RESERVED]

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. {SMHS and DMC-ODS only} Provider Compensation

The Department shall ensure that no payment is made to a contracted provider other than by the Contractor for services covered under this Contract except when these payments are specifically required to be made by the Department in Title XIX of the Act or in 42 C.F.R. chapter IV. (42 C.F.R. § 438.60.)

2. Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46 as applicable.

B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 (SMHS), 22-053 (DMC-ODS), and 23-027 (DMC), as applicable, and any subsequent information notices.

1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).

2) These payment parameters apply to all covered services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.

C. <u>{SMHS and DMC-ODS only}</u> To initiate payment, Contractor shall require IHCPs to submit claims in accordance with Contractor's claiming requirements. The rate on the AI submitted claim shall reflect the rate the IHCP should be paid for the service in accordance with the authorities cited in Exhibit A, Attachment 3, Section 2.B. However, if the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the authorities cited in Exhibit A, Attachment 3, Section 2.B.

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

3. {SMHS and DMC-ODS only} Prohibited Payments

A. Federal financial participation (FFP) is not available for any payment amount for services furnished by an excluded individual or entity, or at the direction of a physician during the period such physician is excluded when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)

B. In accordance with 42 U.S.C. § 1396b (i), the Contractor is prohibited from paying for an item or service:

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or pursuant to section 1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42 and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any services or activities furnished for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. [Reserved]

5. {SMHS and DMC-ODS only} Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

6. {SMHS and DMC-ODS only} Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, including requiring the network provider to provide written notification of the reason for the overpayment to the Contractor. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).) The Contractor shall annually report to the Department on their recoveries of overpayments. (42 C.F.R. §§ 438.604(a)(7) and 438.608(d).)

7. {SMHS and DMC-ODS only} Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a contracted provider (9 C.C.R. § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. sections 422.208 and 422.210.

2) Contractor shall not make payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit

Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

medically necessary services furnished to a member. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection for the physician or physician group and conduct annual member surveys. (42 C.F.R. § 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid member upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. {SMHS and DMC-ODS only} Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).

B. The Contractor's health information system shall, at a minimum:

1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).

2) Ensure that data received from providers is accurate and complete by:

i. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).

ii. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).

iii. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The Contractor shall submit all member encounter data that the Department is

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

3. {SMHS and DMC-ODS only} Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. MEDSLITE Access

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged with DHCS.

E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. ICD-10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.

C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for covered services to receive reimbursement of FFP.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

6. HIPAA and Additional Data Standards

A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

B. Trading Partner Requirements

1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).

2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).

3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 C.F.R. § 162.915 (c)).

4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 C.F.R. § 162.915 (d)).

C. Concurrence for Test Modifications to HHS Transaction Standards

1) Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

D. Adequate Testing

1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

E. Deficiencies

1) The Contractor agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions, errors, or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

F. Code Set Retention

1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

G. Data Transmission Log

1) Both DHCS and the Contractor shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Contract. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the covered services it furnishes to Medi-Cal members, including quality management. (42 C.F.R. § 438.330(a)(1).)

1) {Integrated Contracts (DMC-ODS counties)} The Contractor's QAPI Program shall address both SMHS and DMC-ODS services, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

2) {Integrated Contracts (DMC counties)} The Contractor's QAPI Program shall address SMHS, and shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs. The Contractor is encouraged, but not required, to implement an integrated QAPI Program that includes attention to all DMC services furnished outside the SMHS PIHP, in addition to the required QAPI activities described in this Attachment 5.

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary. (42 C.F.R. § 438.330(e)(2); 9 C.C.R. § 1810.440(a)(6).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. (42 C.F.R. § 438.330(a)(2).)

1) The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330(b)(2), (c)(2).)

2) The monitoring of accessibility of services outlined in the Quality Improvement (QI) Work Plan will at a minimum include:

i. Timeliness of first initial contact to face-to-face appointment or synchronous video or audio-only interaction, consistent

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

with BHIN 23-018 or any subsequent Departmental guidance.

ii. Frequency of follow-up appointments.

iii. Timeliness of services of the first dose of NTP services *(not applicable to SMHS)*.

iv. Access to after-hours care.

v. Responsiveness of the member access line.

vi. Strategies to reduce avoidable hospitalizations.

vii. Coordination of physical, mental health, and SUD services at the provider level.

viii. Assessment of the members' experiences.

ix. Telephone access line and services in the prevalent non-English languages.

3) With respect to the data elements required for External Quality Review (EQR), as described under Exhibit A, Attachment 5, Section 4, below, the Contractor's QI Committee (as defined below) shall review those data at a minimum on a quarterly basis since EQR site reviews will begin after county implementation.

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess member/family satisfaction. The Contractor shall assess member/family satisfaction by:

1) Surveying member/family satisfaction with the Contractor's services at least annually;

2) Evaluating member grievances, appeals and State Hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

H. The Contractor shall inform providers of the results of member/family satisfaction activities described in paragraph G.

I. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

J. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members system-wide.

K. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

L. The Contractor's QAPI Program shall include Performance Improvement Projects (PIPs) as specified in Exhibit A, Attachment 5, Section 5 below.

M. The Contractor shall ensure continuity and coordination of care with other managed care plans and medical providers. The Contractor shall coordinate with other human services agencies used by its members. The Contractor shall assess the effectiveness of any Memorandum of Understanding (MOU) with a managed care plan pursuant to Exhibit A, Attachment 10 Section 3 of this Contract.

2. Quality Improvement (QI) Work Plan

A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current Contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including:

i. Maintaining, and reviewing member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records reviews as required by 9 C.C.R. section 1810.440(a)(5) and 42 C.F.R. section 438.416(a) and under this Contract; and

ii. Performance measurement data monitoring the accessibility of services, as specified above in Exhibit A, Attachment 5, Section 1.D.2;

2) Evidence that QI activities, including PIPs, have contributed to meaningful improvement in clinical care and member service;

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

3) A description of completed and in-process QI activities, including PIPs. The description shall include:

   i. Monitoring efforts for previously identified issues, including tracking issues over time;

   ii. Objectives, scope, and planned QI activities for each year; and,

   iii. Targeted areas of improvement or change in service delivery or program design.

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area (including the requirements defined under Exhibit A, Attachment 8, Section 2.B);

5) Evidence of compliance with the requirements for cultural competence and language and format, as specified in Exhibit A, Attachment 7, Section 2, and Exhibit A, Attachment 11, Section 3;

6) {Standalone DMC-ODS Contracts Only} For SFY 2026-27, a description of how the Contractor will integrate its SMHS and DMC-ODS QI Work Plans beginning January 1, 2027, pursuant to Behavioral Health Administrative Integration.

B. The Contractor will submit its QI Work Plan to DHCS upon request, including in connection with any reporting under the Behavioral Health Services Act.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members.

B. The Contractor shall establish a QI Committee to review the quality of covered services provided to members. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including PIPs; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director. (9 C.C.R. § 1810.440(a)(1).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

D. Operation of the QI program shall include substantial involvement by a mental health LPHA and/or an SUD LPHA, as applicable for the services covered under the Contract. (9 C.C.R. § 1810.440(a)(4).)

1) {Integrated Contracts (DMC counties)} The Contractor's QI program must include substantial involvement by a mental health LPHA. The Contractor is encouraged, but not required, to include substantial involvement by an SUD LPHA.

E. The Contractor's practitioners and providers, members who have accessed specialty mental health and/or SUD treatment services through the Contractor (as applicable for the covered services under this Contract), family members, legal representatives, or other persons similarly involved with members as described in 9 C.C.R. § 1810.440(a)(2)(A-C) shall be actively involved in the planning, design and execution of the QI Program.

F. QI activities shall include:

1) Collecting and analyzing data—including the data identified in Sections 1 and 2 of this Attachment—to measure against the goals or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

4) Obtaining input from providers, members and their family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions; and

7) Incorporating successful interventions into the Contractor's operations as appropriate.

4. External Quality Review

A. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320).

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

EQR shall include the minimum requirements of 42 C.F.R. § 438.358(b) and may be expanded to include additional activities as determined by DHCS, including those identified in 42 C.F.R. § 438.358(c).

B. Among other data elements, the EQR protocol shall include review of (42 C.F.R. § 438.358):

1) Number of days to first service at appropriate level of care after referral.

2) Existence of a 24/7 telephone access line with prevalent non-English language(s).

3) Access to services with translation services in the prevalent non-English language(s).

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two PIPs per year, including any PIPs required by DHCS or CMS (42 C.F.R. § 438.330(a)). DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction; (42 C.F.R. § 438.330(d).)

2) Include measurement of performance using objective quality indicators; (42 C.F.R. § 438.330(d)(2)(i).)

3) Include implementation of interventions to achieve improvement in the access to and quality of care; (42 C.F.R. § 438.330(d)(2)(ii).)

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; (42 C.F.R. § 438.330(d)(2)(iii).) and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2)(iv).)

B. The Contractor shall report the status and results of each PIP to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

C. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to produce new information on quality of care annually.(42 C.F.R. § 438.330(d)(3).)

Exhibit A – Attachment 5
{SMHS and DMC-ODS only} QUALITY IMPROVEMENT SYSTEM

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and 9 C.C.R. § 1810.326)

B. Such guidelines shall meet the following requirements (42 C.F.R. § 438.236(b):

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the members;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate.

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members and potential members. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, member education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d).)

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1. {SMHS and DMC-ODS only} Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to covered services as required in this Contract.

B. The Utilization Management Program shall evaluate:

1) that services are medically necessary in accordance with the definition of "medical necessity" in Exhibit E, Attachment 1;

2) the appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively;

3) {DMC-ODS only} that the ASAM Criteria shall be used to determine placement into the appropriate level of care for SUD services; and

4) that the interventions are appropriate for the diagnosis and level of care.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to covered services and for the purpose of utilization control, provided that:

1) The services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(ii)(A).)

2) The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered service solely because of diagnosis, type of illness, or condition of the member. (42 C.F.R. Section 438.210(a)(3)(ii)) The Contractor may deny services based on W&I Code §§ 14184.402, subdivisions (a), (c), and (d); 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(4)(i).)

3) The Contractor shall not avoid costs for services covered under this Contract by referring members to other publicly supported health care resources.

4) The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member's ongoing need for such services and supports.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

E. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care, including tracking:

1) The number of days to first covered service at an appropriate level of care following initial request or referral for all covered services;

2) Whether a member was delayed access to care due to an insufficient number of providers able to provide services and, how long such a member was delayed access to care; and

3) The number, percentage of denied, and timeliness of requests for authorization for all covered services that are submitted, processed, approved, and denied.

2. {SMHS and DMC-ODS only} Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with this Contract, as well as BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in covered benefits subsequent to the effective date of this Contract, and any applicable state and federal regulations. (42 C.F.R. §§ 438.210, 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).) The Contractor shall define service authorization request in a manner that at least includes a member's request for the provision of a service. (42 C.F.R. § 431.201.)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the member written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)). The member's notice shall meet the requirements in Exhibit A Attachment 12, Section 1, and any applicable state and federal law.

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

B. {SMHS only} Additional Service Authorization Requirements

1) Except as provided below, the Contractor shall comply with the authorization requirements and timeframes in BHINs 22-016 and 22-017 and any subsequent Departmental notices issued to address parity in mental health and SUD benefits, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

2) For outpatient SMHS that are subject to prior authorization, the following timelines apply, notwithstanding BHIN 22-016:

i. The Contractor shall make a decision regarding a provider's request for prior authorization as expeditiously as the member's mental health condition requires, not to exceed five business days from Contractor's receipt of the information reasonably necessary and requested by the Contractor to make the determination, not to exceed the time limits below. This timeframe may not be extended.

a. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

b. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

ii. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. This timeframe may not be extended. (42 C.F.R. § 438.210(d)(2))

3) Among other requirements, the Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (BHIN 22-017; See 9 C.C.R. § 1820.200(d)).

4) [Reserved]

C. {DMC-ODS only} Additional Service Authorization Requirements:

Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1) The Contractor shall provide prior authorization for residential and inpatient services within 24 hours of the prior authorization request being submitted by the provider. (BHIN 24-001.)

2) Prior authorization is prohibited for non-residential, non-inpatient DMC-ODS services. (BHIN 24-001.)

3. Parity in Mental Health and SUD Benefits

A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)

B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)

C. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

1. Member Eligibility & Enrollment

A. Medi-Cal members in Contractor's county are automatically enrolled with Contractor for purposes of covered services. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for covered services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD services, as applicable. (9 C.C.R. § 1810.228.)

1) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

2) The Contractor or its contracted provider shall verify the Medicaid eligibility determination of an individual. When the contracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS and/or SUD treatment services. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS or SUD treatment services on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of any of these protected traits. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan, which shall be submitted to and approved by the Department in accordance with applicable Department guidance.

1) {Integrated Contracts (DMC-ODS and DMC counties)} Members with Co-Occurring Behavioral Health Needs

i. {Integrated Contracts (DMC-ODS counties)} The Contractor shall develop a single Cultural Competence Plan that addresses both individuals with SMHS needs and individuals with SUD needs, and that describes strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

ii. {Integrated Contracts (DMC counties)} The Contractor's Cultural Competence Plan shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

a. The Contractor is encouraged, but not required, to develop an integrated Cultural Competence Plan that addresses individuals with SUD needs to the same extent as individuals with SMHS needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

2) The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (9 C.C.R. § 1810.410, subds. (c)-(d).)

3) The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to 9 C.C.R. section 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

C. The Contractor shall ensure that its contracted providers are responsible to provide culturally competent services.

1) Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

organizational structure, as well as being upheld in day-to-day operations.

2) To ensure equal access to quality care by diverse populations, each contracted provider receiving funds under this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 C.F.R. section 438.206(c)(2).

3. Out-of-Network Services

A. If the Contractor's provider network is unable to provide medically necessary covered services to a particular member within the time, distance, and timely access standards under this Contract, the Contractor shall allow the member to access the services and adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them and in accordance with state and federal law, this Contract, and Department information notices, including BHIN 21-008, and any subsequent notices. (42 C.F.R. § 438.206(b)(4).)

1) {SMHS only} The Contractor shall comply with the requirements of 9 CCR section 1830.220 regarding providing members access to out-of-network providers when a provider is available in Contractor's network.

2) {DMC-ODS only} Additional requirement for DMC-ODS residential services. The requirements in paragraph A apply with respect to each ASAM level of care that is covered by Contractor and medically necessary for a given member.

B. In cases where an out-of-network provider is not available within the time and distance standards (BHIN 24-020; BHIN 22-031; BHIN 21-008):

1) Contractor shall arrange for telehealth with an out-of-network provider consistent with BHIN 23-018, or shall coordinate transportation to an in-person visit if telehealth is clinically inappropriate or if the member requests an in-person visit. Contractor shall coordinate transportation with member's Managed Care Plan (MCP) or, for members not enrolled with an MCP, with DHCS by contacting DHCSNMT@dhcs.ca.gov.

2) Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.

C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

ensure that the cost to the member for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with9 C.C.R. section 1810.365. (42 C.F.R. § 438.206(b)(5).)

D. [Reserved]

E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with parity requirements in 42 C.F.R. section 438.910(d)(3), including as described in Exhibit A, Attachment 6, Section 3.

4. {SMHS only} Foster Children Placed Out-of-County

The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in accordance with W&I Code sections 14717.1 and 14717.2 and pursuant to Department information notices. The Contractor shall follow Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 24-025, and any subsequent guidance or standardized templates that the Contractor may use or adapt to the Contractor's needs.

5. {SMHS only} Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract.

D. The Contractor shall comply with timelines specified in 9 C.C.R. § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. American Indian and Alaska Native (AI/AN) Members

A. Choice of provider. The Contractor shall permit AI/AN members to obtain covered services from certified IHCPs, including out-of-network IHCPs. (42 C.F.R. § 438.14(b)(4); BHINs 22-020 (SMHS) and 22-053 (DMC-ODS).)

1) The Contractor shall permit an out-of-network IHCP to refer an Indian member to a network provider. (42 C.F.R. § 438.14(b)(6).)

2) The Contractor is not obligated to pay for services provided to non-AI/AN members by out-of-network IHCPs.

B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the Contract from such providers for AI/AN members who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county, in accordance with the Department's latest guidance on network adequacy certifications. (BHINs 22-020 and 22-053.)

7. Choice of Provider

The Contractor shall provide each member a choice of the person providing services to the extent possible and appropriate. (42 C.F.R. § 438.3(l); Cal. Code Regs., tit. 9, § 1830.225).

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{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

8. 24/7 Access Line

A. 24/7 Access Line Services

1) {Integrated Contracts (DMC-ODS or DMC)} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to SMHS and/or SUD services. The Contractor must maintain and publicize a single telephone number that supports access to both SMHS and DMC-ODS services.

2) {Standalone SMHS or DMC-ODS} The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to covered services.

B. The Contractor shall publish information about the access line on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.

C. The Contractor's access line shall provide oral and audio-logical (TTY/TDY) translations in the member's primary language.

D. The access line shall provide 24/7 referrals to services for urgent conditions and medical emergencies.

9. Second Opinions

A. The Contractor shall provide second opinions from a network provider, or arrange for the member to obtain a second opinion outside the network, at no cost to the member. (42 C.F.R § 438.206(b)(3).)

B. At the request of a member, when the Contractor or its network provider has determined that the member is not entitled to SMHS due to not meeting the criteria for access to SMHS, the Contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse).

10. Minor Consent

A. Minors who are 12 years of age or older do not need parent, legal guardian, or Authorized Representative consent to access medical care and counseling relating to the diagnosis and treatment of a drug- or alcohol-related problem, with the exception of replacement narcotic therapy, pursuant to Family Code section 6929.

B. A minor who is 16 years of age or older does not need parent, legal guardian, or Authorized Representative consent to receive medications for opioid use disorder from a licensed narcotic treatment program as

Exhibit A – Attachment 7
{SMHS and DMC-ODS only} ACCESS AND AVAILABILITY OF SERVICES

replacement narcotic therapy pursuant to Family Code section 6929, only if, and to the extent that, it is permitted by federal law.

C. A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services, subject to the parameters in Family Code section 6924 and BHIN 24-046.

D. Contractor must ensure access to the minor consent services described above without requiring prior authorization, from any contracted provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.

E. Contractor must ensure members are informed of the availability of these services, including informing the minor whether or not they may consent on their own behalf.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. {SMHS and/or DMC-ODS only} Provider Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.608(b).) This provision does not require the network provider to render services to Medi-Cal Fee-for-Service members.

B. {SMHS only} The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected members. (42 C.F.R. § 438.602(b)(2).)

C. {DMC-ODS only} The Contractor shall contract only with providers that, prior to the furnishing of services under this Contract, have enrolled with, or revalidated their current enrollment with, DHCS as a DMC-certified provider under applicable federal and state regulations.

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.

2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

C. {SMHS and DMC-ODS only} The Contractor shall ensure that in planning for the provision of covered services, the following barriers to services are considered and addressed:

1) Lack of educational materials or other resources for the provision of services.

2) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

3) Institutional, cultural, and/or ethnicity barriers.

4) Language differences.

5) Lack of service advocates.

6) Failure to survey or otherwise identify the barriers to service accessibility.

7) Needs of persons with a disability.

3. {SMHS and DMC-ODS only} Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to members in a timely manner and without utilizing waitlists. (42 C.F.R. § 438.206(a)).

B. The Contractor shall maintain and monitor a network of appropriate providers that is supported by written agreements and that is sufficient to provide adequate access to all services covered under this Contract for all members, including those with limited English proficiency or physical or mental disabilities. (42 C.F.R. § 438.206(b)(1).) In establishing and monitoring the network, the Contractor shall document the following:

1) The anticipated number of Medi-Cal eligible members.

2) The expected utilization of services, taking into account the characteristics of mental health and SUD treatment needs of members.

3) The expected number and types of providers in terms of training and experience needed to meet expected utilization.

4) The number of network providers who are not accepting new members.

5) The geographic location of providers and their accessibility to members, considering distance, travel time, means of

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

transportation ordinarily used by Medi-Cal members, and physical access for disabled members.

C. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

D. The Contractor shall adhere to, in all geographic areas within the county, the network adequacy standards for adult and pediatric mental health and SUD providers developed by the Department to implement 42 C.F.R. sections 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in state law (including W&I Code § 14197) and the Department's current guidance regarding network adequacy certifications. (42 C.F.R. § 438.68(a), (b)(1)(iii) and (b)(3), 438.206(a); W&I Code § 14197.)

E. If Contractor cannot meet the time or distance standards in W&I Code section 14197, subdivisions (b) or (c), Contractor shall submit to the Department a request for Alternate Access Standards. (W&I Code § 14197, subd. (f)(3).) The Department will evaluate requests and grant appropriate exceptions as specified in the Department's current guidance regarding network adequacy certifications. (42 C.F.R. §§ 438.68(a) &(d), 438.206(a); W&I Code § 14197(f).)

4. Timely Access

A. {SMHS and DMC-ODS only} In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:

1) Meet, and require network providers to meet, the standards for timely access to care and services, without utilizing waitlists and taking into account the urgency of need for services, pursuant to W&I Code section 14197, subdivision (d), and as specified in the Department's current guidance regarding timely access, BHIN 24-020, or any successor guidance.

2) Require network providers to have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the provider offers services to non-Medi-Cal members. If the provider only serves Medi-Cal members, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another county behavioral health program delivery system.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

3) Make services available to members 24 hours a day, 7 days a week, when medically necessary.

4) Establish mechanisms to ensure that network providers comply with the timely access requirements;

5) Monitor network providers regularly to determine compliance with timely access requirements;

6) Take corrective action if a network provider fails to comply with timely access requirements.

B. {DMC only} Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.

C. The applicable waiting time for a particular appointment may be extended at the member's request if the following conditions are met:

1) The member's medical record notes that waiting will not have a detrimental impact on the member's health, as determined by the referring or treating licensed health care provider, or by the health professional providing triage or screening services, who is acting within the scope of their practice consistent with professionally recognized standards of practice;

2) The provider's decision to extend the applicable waiting time is noted in the member's medical record and made available to DHCS upon request; and

3) Contractor ensures that the member receives notice of the provider's decision to extend the applicable waiting time with an explanation of the member's right to file a grievance disputing the extension. (W&I Code § 14197, subd. (d)(1)(A); Health & Safety Code § 1367.03, subd. (a)(5)(H); 28 C.C.R. § 1300.67.2.2(c)(5)(H); BHIN 22-073.)

D. Contractor must ensure that its contracted providers and subcontractors participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors. Contractor must include language to this effect in any new or amended network provider or subcontractor agreements executed after the effective date of this Contract.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

5. {SMHS and DMC-ODS only} Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected utilization in its service area in accordance with BHIN 24-020, and subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 24-020 and any subsequent guidance issued by the Department, to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of covered services that are adequate for the anticipated number of members for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 24-020 and any subsequent guidance issued by the Department, but no less frequently than the following (42 C.F.R. § 438.207(c)):

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:

~~i.~~ Changes in services;

ii. Changes in benefits;

iii. Changes in geographic service area;

iv. Changes in the composition of or payments to the Contractor's provider network; or

v. Enrollment of a new population in the Contractor's county.

D. The Contractor is required to notify DHCS by email of one of the above-listed changes at MHSDFinalRule@dhcs.ca.gov.The Contractor shall include details regarding the change and the Contractor's plans to ensure members continue to have access to adequate services and providers.

Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

E. 274 Provider Network Data Reporting

1) The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis between the 1st and 10th of each month. (42 C.F.R. § 438.207(a))

2) The Contractor shall complete data submissions pursuant to DHCS BHIN 24-020 and BHIN 22-032 and any subsequent guidance issued by the Department.

6. [Reserved]

7. {SMHS and DMC-ODS only} Provider Selection

A. The Contractor shall have and implement written policies and procedures for selection and retention of network providers to provide covered services that at a minimum meet the requirements of 42 C.F.R. section 438.214. These policies and procedures shall apply equally to all providers regardless of public, private, for-profit or non-profit status.

1) The Contractor shall select the qualified providers to establish its provider networks, except as otherwise provided in this Contract (e.g., IHCPs as described in Exhibit A, Attachment 7, Section 6).

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

C. In all contracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy, including the policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give providers that apply to be network providers and with whom the Contractor decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

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G. This section, may not be construed to:

1) Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members;

2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by this Contract. (42 C.F.R. § 438.206(b)(6).)

I. The Contractor shall only use licensed, registered, certified, or waivered providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. This includes

1) Individuals with a Mental Health Professional Licensure Waiver in accordance with BHIN 24-033 or any subsequent departmental guidance; and

2) Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

i. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

ii. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS

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application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

J. {SMHS only} The Contractor shall establish individual, group and organizational provider selection criteria for network providers as provided for in 9 C.C.R. section 1810.435(a).

K. {DMC-ODS only} Additional requirements applicable to providers that furnish DMC-ODS services:

1) The Contractor may contract only with DMC-certified providers to provide DMC-ODS services. DMC-certified providers that do not receive a contract with Contractor to provide DMC-ODS services cannot receive a direct contract with the State to provide DMC-ODS services to residents of DMC-ODS Counties.

2) The Contractor shall only select providers that have an SUD Medical Director who, prior to the delivery of services under this Contract, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 C.F.R. section 455.450(a) as a “limited” categorical risk within a year prior to serving as a Medical Director under this Contract, and has signed a Medicaid provider agreement with DHCS as required by 42 C.F.R. section 431.107.

3) [Reserved]

4) Medication Assisted Treatment (MAT): DMC-ODS network providers, at all levels of care, shall demonstrate that they comply with BHIN 23-054 and any subsequent guidance issued by the Department regarding the provision of, or referrals for, MAT, as well as the maintenance of a DHCS-approved MAT policy. The Contractor shall monitor the referral process or provision of MAT services.

5) Evidence Based Practices (EBPs): The Contractor shall ensure that providers implement at least two of the following EBPs based on the timeline established in the county implementation plan. The two EBPs are per provider, per service modality. The Contractor shall ensure the providers have implemented EBPs and are delivering the practices to fidelity. The State shall monitor the implementation of EBPs during reviews. The EBPs include:

i. Motivational Interviewing: A member-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach

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frequently includes other problem solving or solution-focused strategies that build on members' past successes.

ii. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

iii. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.

iv. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

v. Psycho-Education: Psycho-educational groups are designed to educate members about substance misuse, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to members' lives, to instill self- awareness, suggest options for growth and change, identify community resources that can assist members in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

8. {SMHS only} SMHS Provider Certification

A. The Contractor shall comply with 9 C.C.R. section 1810.435, in the selection of providers.

B. [Reserved]

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another SMHS program's certification documents to certify, the organizational providers that contract with the Contractor to provide covered services in accordance with 9 C.C.R. section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the Contract, and once

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every three years after that date. The on-site review required by 9 C.C.R. section 1810.435, subdivision (d), as a part of the certification process, shall be performed at any site owned, leased, or operated by the provider and/or used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to members at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider‘s request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to members at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. On-site reviews. The Contractor is responsible for conducting on-site reviews for their network providers, except that the Department shall conduct on-site reviews for all county-owned and operated providers. The on-site review shall verify that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members and staff.

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5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Exhibit A, Attachment 10; Exhibit E, Section 4; Exhibit D, Section 7; and applicable state and federal standards.

7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined 9 C.C.R. sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

    i. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

    ii. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

    iii. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

    iv. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

    v. Drugs are not retained after the expiration date.

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vi. Intramuscular multi-dose vials are dated and initialed when opened.

vii. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

viii. Policies and procedures are in place for dispensing, administering and storing medications.

H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Exhibit A, Attachment 2A, Section 4.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Exhibit A, Attachment 2A, Section 4.

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code sections 1204 and 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

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4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

M. [Reserved]

N. Contractor may accept the certification of an SMHS provider by another SMHS program, or by the Department, in order to meet the Contractor's obligations under this section. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another SMHS program, Contractor shall remain ultimately responsible for adequate performance of all duties and obligations under this Contract.

9. {DMC and DMC-ODS only} DMC Provider Certification and Monitoring

A. DHCS shall certify eligible providers to participate in the DMC program.

B. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at any site.

C. Perinatal Services. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in:

1) {DMC-ODS only} Exhibit A, Attachment 2C, Section 22.

2) {DMC only} 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

D. Contracted Providers

1) {DMC-ODS only} The Contractor shall require all the contracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's provider contracts shall require that providers comply with all applicable regulations and guidelines, including:

i. 21 C.F.R.§ 1300.01, et seq., 42, C.F.R., § 8.1 et seq.

ii. 22 C.C.R. § 51490(a).

iii. Exhibit A, Attachment 2C, Section 22.

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iv. 9 C.C.R. § 10000, et seq.

v. 22 C.C.R. § 51000 et. seq.

vi. W&I Code § 14184.100 et seq.

2) {DMC only} The Contractor shall only use licensed, certified, registered, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver.. This includes

i. Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

a. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

b. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification

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application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

G. {DMC-ODS only} The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within two business days of learning that a contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS.

1) A provider's certification to participate in the DMC program shall automatically terminate if the provider, or its owners, officers or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

H. Continued Certification

1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

I. {DMC only} Credentialing and Re-credentialing. The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

10. {SMHS and DMC-ODS only} Provider Disclosures.

A. The Contractor shall comply with the provisions of 42 C.F.R. sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

11. Termination of a Provider Contract

A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

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B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

C. {SMHS and DMC-ODS only} The Contractor shall make a good faith effort to give written notice of the termination to each member who was seen on a regular basis by the terminated provider, as described in Exhibit A, Attachment 11, Section 2.B.

12. {SMHS and DMC-ODS only} Provider Member Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Supplement 3 to Attachment 3.1-A, page 2i of the State Plan, or an LPHA, as defined in Exhibit E, Attachment 1, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health and/or SUD services for any of the following:

1) The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the member needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

13. {SMHS and DMC-ODS only} Provider Notifications

A. The Contractor shall inform contracted providers, at the time they enter into a contract, about:

1) Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 - 438.424.

2) The member's right to file grievances and appeals, orally or in writing, and the requirements and timeframes for filing.

3) The availability of assistance to the member with filing grievances and appeals.

4) The member's right to give written consent to allow a provider, acting on behalf of the member, to file a grievance or appeal.

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5) The member's right to request a State Hearing after the Contractor has made a determination on a member's appeal, which is adverse to the member.

6) The member's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes.

7) Any state-determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

Exhibit A – Attachment 9
[RESERVED]

Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. {SMHS and DMC-ODS only} Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each member has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).) Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2) Coordinate the services the Contractor furnishes to the member between settings of care and levels of treatment, including appropriate discharge planning for short term and long-term hospital and institutional stays. (42 C.F.R. § 438.208(b)(2)(i).)

i. Coordinate the services the Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members to foster a member-centered and whole-person approach to wellness. (42 C.F.R. § 438.208(b)(2)(ii)-(iv), 9 C.C.R. § 1810.415.)

ii. Regarding discharge planning, coordinate with SMHS and SUD providers to support transitions between levels of care and to recovery resources, as well as appropriate referrals to providers of SMHS, SUD, primary care, or specialty medical services.

iii. Coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3) The Contractor shall share with the Department or other managed care entities serving the member the results of any identification

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and assessment of that member's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

4) Ensure that each contracted provider maintains and shares, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each member's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. part 160 and 164, subparts A and E, and 42 C.F.R. Part 2, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

6) {DMC-ODS only} For members receiving SUD services, ensure that care coordination services are provided by an AOD Counselor, Clinical Trainee, LPHA, or Medical Assistant.

2. Screening and Assessment Period

A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.

B. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. Coordination with Managed Care Plans

A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

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COORDINATION AND CONTINUITY OF CARE

B. {SMHS only} Additional requirements:

1) If a member eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

2) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan that enrolls members receiving SMHS from Contractor to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

3) If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance, as required when members who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance as required when members who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

4) The Contractor must develop and implement written policies and procedures to ensure that members meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that members meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools

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COORDINATION AND CONTINUITY OF CARE

specific for children and youth) are referred by the Managed Care Plan to the Contractor.

5) The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 23-056 and any subsequently issued BHINs that supersede BHIN 23-056. (9 C.C.R. § 1810.370.)

C. {DMC-ODS only} Additional requirements:

1) {All DMC-ODS programs except the DMC-ODS PHC Model} The Contractor must enter in an MOU with any Medi-Cal Managed Care Plan that enrolls members served by the DMC-ODS. The MOU requirements shall comply with BHIN 23-057 and any subsequently issued BHINs that supersede BHIN 23-057. In addition to any MOU requirements established in Department Information Notices or any other guidance, at a minimum the following elements in the MOU should be implemented at the point of care to ensure clinical integration between DMC-ODS and managed care providers:

i. Comprehensive substance use, physical, and mental health screening, including ASAM Level 0.5 Screening Brief Intervention, and Referral to Treatment services.

ii. Member engagement and participation in an integrated care program as needed.

iii. Shared development of care plans by the member, caregivers, and all providers where applicable.

iv. Collaborative care planning with managed care where applicable.

v. Delineation of case management responsibilities.

vi. A process for resolving disputes between the Contractor and the Medi-Cal managed care plan that includes a means for members to receive medically necessary services while the dispute is being resolved.

vii. Availability of clinical consultation, including consultation on medications.

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COORDINATION AND CONTINUITY OF CARE

viii. Care coordination and effective communication among providers including procedures for exchanges of medical information.

ix. Navigation support for patients and caregivers.

x. Facilitation and tracking of referrals.

2) {DMC-ODS PHC Model only} The Contractor shall require the subcontractor to include in its contracts with all network providers the elements listed above under paragraph 1. These elements should be implemented at the point of care to ensure clinical integration.

D. {DMC only} Additional Requirements: The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.

4. {SMHS and DMC-ODS only} Transition of Care

A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059 (for SMHS), BHIN 23-001 (for DMC-ODS), and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

Exhibit A – Attachment 11
INFORMATION REQUIREMENTS

1. {SMHS and DMC-ODS only} Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members and potential members. (42 C.F.R. § 438.10(c)(1)). The Contractor shall provide all written materials for members and potential members in easily understood language and format, using a font size no smaller than 12-point. (42 C.F.R. § 438.10(d)(6)(i)-(ii)). Contractor shall make written materials available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that take into consideration the special needs of members and potential members with disabilities or limited English proficiency (42 C.F.R. § 438.10(d)(6)(iii)). The Contractor shall inform members that information is available in alternative formats and how to access those formats in compliance with 42 C.F.R. § 438.10(d)(3).

B. The Contractor shall provide the required information in this section to each member when first receiving covered services and upon request. (CalAIM 1915(b) Waiver, § A, Part IV, Subsection B, Part 1 at p.78; 9 C.C.R. § 1810.360(e)).

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.

D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).

E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).

F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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i. {DMC-ODS PHC Model only} The information must be placed on both the Contractor's website and the subcontractor's website;

3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).

G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. {SMHS and DMC-ODS only} Information Provided to Members and Potential Members

A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).

2) The automatic BHDS enrollment process for Medi-Cal members (42 C.F.R. § 438.10(e)(2)(i) & (iii)).

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).

4) Covered benefits, including:

i. Which benefits are provided by the Contractor; and,

ii. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).

5) The provider directory and {<u>for DMC-ODS only</u>} formulary information. (42 C.F.R. § 438.10(e)(2)(vi)).

6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards

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established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).

9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).

C. The Contractor shall make available, upon request, any physician incentive plans in place as set forth in § 438.3(i). (42 C.F.R. § 438.10(f)(2)).

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq*.)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

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ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

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vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:

a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous

physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

ii. The Contractor shall comply with the following oral interpretation requirements:

iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

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vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or

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welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

x. The Contractor shall comply with the following written translation requirements:

xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.

ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

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iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members

understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

a. The right to file grievances and appeals;

b. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;

c. The requirements and timeframes for filing a grievance or appeal;

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d. The availability of assistance in the filing process;

e. The right to request a State Hearing after the Contractor has made a determination on a member's appeal which is adverse to the member;

f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).

ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

x. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

xiii. Additional information that is available upon request, includes the following:

a. Information on the structure and operation of the Contractor.

b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

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1) Direct Delivery

   i. Mails a printed copy of the information to the member's mailing address;

   ii. Offers a printed copy of the information to the member during in-person interactions; or

   iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

   AND

2) Website

   i. Posts the information on the Contractor's website in a manner that is readily accessible;

   ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;

   iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and

   iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.

   1) {Integrated Contracts (DMC-ODS and DMC)} The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services.

B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or

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registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

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1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;

E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC-certified provider, even if that provider is not listed in the provider directory.

6. {SMHS and DMC-ODS only} Advance Directives

A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).

C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).

D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).

7. {SMHS and DMC-ODS only} Member Rights

A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and

contracted providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).

7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).

8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. {DMC-ODS only} Formulary

A. The Contractor shall make available in electronic or paper form, the following information about its formulary:

1) Which medications are covered (both generic and name brand).

2) On what tier each medication resides.

B. Formulary drug lists shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary.

Exhibit A – Attachment 12
MEMBER PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

ii. At all contracted provider sites, other than out-of-network providers:

a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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MEMBER PROBLEM RESOLUTION

b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

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7) [Reserved]

8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical

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issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

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A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the

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Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Discrimination Grievance Coordinator shall be available to:

i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

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iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

i. The original complaint.

ii. The provider's or other accused party's response to the complaint.

iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

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5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

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ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

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i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

ii. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

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C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42

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C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.

1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

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4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

9) For the purposes of this Attachment, “medical service”, as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

D. The Contractor shall allow the State to engage in reviews of the Contractor’s records pertaining to Notices of Adverse Benefit

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Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

ii. A statement that the member may be either self-represented, or represented by an authorized third party

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such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)

i. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

ii. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

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8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

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12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

Exhibit A – Attachment 13
PROGRAM INTEGRITY

1. General Requirements

A. {SMHS and DMC-ODS only} As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).

B. {SMHS and DMC-ODS only} The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).

C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

3. {SMHS and DMC-ODS only} Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. §

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455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. §§ 438.602(b), 438.608(b)).

B. Consistent with the requirements of 42 CC.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).

C. If the Contractor finds a party that is excluded, it must promptly notify the Department, as specified in Exhibit A, Attachment 8, Section 11 above, and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. {SMHS and DMC-ODS only} Compliance Program

A. The Contractor must report fraud and abuse information to the Department. (42 C.F.R. § 438.608(a)(7).)

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

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3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.

5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. {SMHS and DMC-ODS only} Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department's Medi-Cal Behavioral Health Program Integrity Unit at bhpiu@dhcs.ca.gov about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)). Contractor shall comply with the overpayment recovery provisions in Exhibit A, Attachment 3, Section 6 ("Recovery of Overpayments").

3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

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4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

6. Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) {SMHS and DMC-ODS only} The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor's suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).

B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.

1) {DMC and DMC-ODS only} With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. {SMHS and DMC-ODS only} Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by

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sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. {SMHS and DMC-ODS only} Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

i. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.

ii. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

iii. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' and subcontractors (disclosing entities') ownership and control.

i. The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the

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re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

ii. {DMC-ODS only} For providers of SUD services, these disclosures shall be provided through the DMC certification process as described in Exhibit A, Attachment. 8, Section 9.

iii. Disclosures to be Provided:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. 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 disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;

d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of 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 disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

e. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

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

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.

4) FFP shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

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

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

iii. The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

i. The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).

ii. The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this

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purpose, the word "agent" has the meaning described in 42 C.F.R. section455.101.

2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department‘s request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers’ owners, persons with controlling interest, agents, and managing employees’ criminal convictions. Network providers shall supply the disclosures before entering into the contract and at any time upon the Department’s request.

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS’ County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814
Or by using a Secure Managed File Transfer system specified by DHCS.

ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) {Integrated Contracts only}

i. Contractor must, at a minimum: (42 C.F.R. § 438.214(e))

a. Monitor compliance for each provider on an annual basis; and

b. Perform on-site monitoring at least once every three years for each organizational provider. (No on-site

reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

ii. If a provider contracts with multiple Medi-Cal behavioral health contractors, Contractor may rely on a timely review completed by another Medi-Cal behavioral health contractor.

iii. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.

B. {Integrated Contracts only} If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.(42 C.F.R. § 438.214(e))

1) The CAP shall include:

i. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;

ii. The timeline for implementation and/or completion of corrective actions;

iii. Proposed evidence of correction that will be submitted to DHCS;

a. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.

iv. A mechanism for monitoring the effectiveness of corrective actions over time; and

v. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.

2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

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3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.

4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The

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Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

2) {Integrated Contracts only} Contractor shall comply with the CAP procedures described above in Section 9.C. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9, above.

3) {Standalone DMC and DMC-ODS Contracts only}

i. The CAP shall:

a. Be documented on the DHCS CAP template

b. Provide a specific description of how the deficiency shall be corrected

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency

e. Ensuring on-going compliance

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

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iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is in compliance. DHCS shall inform the Contractor when funds will be withheld.

iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

i. The Contractor shall initiate action by submitting a letter to DHCS:

a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

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c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

i. A copy of the original written appeal sent to the Department.

ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

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F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov

D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

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The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

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REPORTING REQUIREMENTS

1. {SMHS and DMC-ODS only} Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. {SMHS and DMC-ODS only} Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R § 438.604(a)(6).)

6. {SMHS and DMC-ODS only} Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

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7. {SMHS and DMC-ODS only} Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any member satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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REPORTING REQUIREMENTS

2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

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REPORTING REQUIREMENTS

6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

D. {DMC-ODS only} Provider-Preventable Conditions

1) The Contractor shall comply with the requirements mandating provider identification of provider-preventable conditions as a condition of payment, as well as the prohibition against payment for provider-preventable conditions. The Contractor shall report all identified provider-preventable conditions to the Department.

2) The Contractor shall not make payments to a contracted provider for provider-preventable conditions that meet the following criteria:

i. Is identified in the State Plan.

ii. Has been found by the State, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

iii. Has a negative consequence for the member beneficiary.

iv. Is auditable.

3) The Contractor shall use and submit the report using the DHCS DMC-ODS Provider Preventable Conditions Reporting Form at the time of discovery of any provider preventable conditions that are covered under this provision to:

Department of Health Care Services
Medi-Cal Behavioral Health Division
1500 Capitol Avenue, MS-2623
Sacramento, CA 95814

Or by secure, encrypted email to: ODSSubmissions@dhcs.ca.gov

10. Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

Exhibit A – Attachment 14
REPORTING REQUIREMENTS

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.

B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

This provision is a supplement to provision number nine (Federal Contract Funds) in Exhibit D which is attached hereto as part of this Contract.

A. Federal Budget

If federal funding for Federal Financial Participation (FFP) reimbursement in relation to this contract is eliminated or substantially reduced by Congress, the Department and the Contractor each shall have the option either to cancel this contract or to propose a contract amendment to address changes to the program required as a result of the elimination or reduction of federal funding.

B. Delayed Federal Funding

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to members in the event that there is likely to be a delay in the availability of federal funding.

3. Contractor Claims and Federal Financial Participation

A. Nothing in this contract shall limit the Contractor’s ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.

B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

The Contractor shall certify the data it provides to the Department to be used in determining payment to the Contractor, in accordance with 42 C.F.R. sections 438.604 and 438.606.

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.

B. {SMHS only} Mental Health Medi-Cal Administrative Activities

1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

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BUDGET DETAIL AND PAYMENT PROVISIONS

2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and

ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

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BUDGET DETAIL AND PAYMENT PROVISIONS

claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

3) The Contractor shall use the appropriate claiming forms for this Contract:

   i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.

   ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.

   iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.

4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, “agreement”, "grant", “grant agreement”, "Grantee" and "Subgrantee" respectively.

The terms “California Department of Health Care Services”, “California Department of Health Services”, ‘Department of Health Care Services”, “Department of Health Services”, “CDHCS”, “DHCS”, “CDHS”, and “DHS” will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

Index of Special Terms and Conditions

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the

receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

   I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

   II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

   III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

    1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

    2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations will be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

    1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

    2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

    3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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1. Contract Amendment Process

A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.

B. All amendments proposed by one party shall be provided in writing to the other party.

1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.

2) Timing of proposed amendments,

i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.

ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.

3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.

C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.

D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

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1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).

2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:

i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)

ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

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does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))

b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

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procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.

3) If this Contract is terminated or not renewed , the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.

   i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.

4) Transfer of Records; Continuity of Care

   i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

   ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:

a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;

b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.

B. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Contract shall be waived except by written agreement of the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever will not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply. Until performance or satisfaction of all covenants, conditions, duties, obligations, and undertakings is complete, the other party shall have the

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

C. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Contract.

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Exhibit D, Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.

2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:

i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).

3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

Unless otherwise specified in this Contract, all notices to be given under this Contract shall be in writing and shall be deemed to have been given when mailed, to the Department or the Contractor at the following addresses, unless the Contract explicitly requires notice to another individual or organizational unit:

Department of Health Care Services Medi-Cal Behavioral Health Division 1501 Capitol Avenue, MS 2702 Sacramento, CA 95814	Tehama County Health Services Agency, Mental Health Division Contractor Address

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

The Department and the Contractor are, and shall at all times be deemed to be, independent agencies. Each party to this Contract shall be wholly responsible for the manner in which it performs the obligations and services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the parties or any of their agents or employees. Each party assumes exclusively the responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment. The Department and its agents and employees shall not be entitled to any rights or privileges of the Contractor's employees and shall not be considered in any manner to be Contractor employees. The Contractor and its agents and employees shall not be entitled to any rights or privileges of state employees and shall not be considered in any manner to be state employees.

E. [Reserved]

F. Freeze Exemptions

1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.

2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.

3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.

4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

In discharging its obligations under this Contract, and in addition to the obligations set forth in other parts of this Contract, the Department shall perform the following duties:

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)

2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

1) Monitoring criteria shall include, but not be limited to:

i. Whether the quality of work or services being performed conforms to Exhibit A.

ii. Whether the Contractor has established and is monitoring appropriate quality standards.

iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.

2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.

i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.

ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.

3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).

i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:

a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or

b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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ii. The Contractor's CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency; and

e. Ensuring on-going compliance.

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.

iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):

i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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ii. failure to comply with the requirements of a CAP; or

iii. for other good cause.

5) The Contractor shall prepare and submit a report to the Department that provides information for the areas set forth in 42 C.F.R. section 438.66(b) and (c) as outlined in Exhibit A, Attachment 14, Section 7, in the manner specified by the Department.

D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).

2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.

3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

The Department shall measure the Contractor's performance based on Medi-Cal approved claims and other data submitted by the Contractor to the Department using standard measures established by the Department in consultation with stakeholders.

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.

2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.

3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

1) Title 42 United States Code;

2) Title 42 of the Code of Federal Regulations, including:

i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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ii. 42 C.F.R. § 455.

iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.

iv. 42 C.F.R. Part 2.

3) [Reserved];

4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;

5) Title VI of the Civil Rights Act of 1964;

6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Age Discrimination in Employment Act (29 CFR Part 1625).

10) Rehabilitation Act of 1973;

11) Americans with Disabilities Act;

12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

13) Deficit Reduction Act of 2005;

14) Balanced Budget Act of 1997;

15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

1) W&I Code, division 5

2) W&I Code section 14000 et seq., including:

i. Sections 14021, 14021.5, 14021.6

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ii. Sections 14043 et seq.

iii. Sections 14059.5, 14184.402, and 14184.403

iv. Section 14100.2

v. Sections 14680-14685.1

vi. Sections 14700-14727

3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7

4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.

5) Government Code section 16367.8.

6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

7) Cal. Code Regs., tit. 9, including:

i. Division 4, chapter 6, commencing with section 10800.

ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).

iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.

iv. Sections 9000-14240

8) Cal. Code Regs., tit. 22, including:

i. Sections 50951 and 50953

ii. Sections 51014.1 and 51014

iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)

9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

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GENERAL DEFINITIONS

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.

2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

3. "Adolescents" means members under age 21.

4. "Adult" means members 21 years of age or over.

5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.

8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.

9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

10. "ASAM Criteria" means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. "Calendar Week" means the seven-day period from Sunday through Saturday.

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12. “Complaint” means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Tehama County Health Services Agency, Mental Health Divisiond in this Intergovernmental Agreement.

14. "Contracted Provider” means:

    A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. “Corrective Action Plan (CAP)” means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. “County of Responsibility” means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. “Days” means calendar days, unless otherwise specified.

19. “Dedicated Capacity” means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

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21. "Direct Provider Contract" means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. "Director" means the Director of DHCS.

23. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. "DMC-Certified Provider" means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. "DMC Re-certification" means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. "DMC Termination of Certification" means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

27. "DMC Temporary Suspension" means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. "Drug Medi-Cal Organized Delivery System (DMC-ODS)" is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. "Drug Medi-Cal (DMC) Program" means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)" means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a

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health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

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41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

42. "Homelessness" means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who

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have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

50. "Member" means a Medi-Cal recipient who is eligible to receive services from the Contractor.

51. "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

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52. A “Network Provider” means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term “network provider” is not applicable to DMC programs.)

53. “Out-of-network provider” means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be “out of network” for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term “out-of-network provider” is not applicable to DMC programs.)

54. “Out-of-plan provider” has the same meaning as out-of-network provider.

55. “Overpayment” means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)

56. “Payment Suspension” means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. “Peer Support Specialist” means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. “Performance” means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

59. “Physician Incentive Plans” mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

60. “Physician services” means services provided by an individual licensed under state law to practice medicine.

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61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

67. "Primary care provider" means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

68. "Prescription drugs" means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

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A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. “Provider” means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. “Utilization Review/Quality Assessment (UR/QA)” activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

B. The quality of such services meets professionally recognized standards of health care.

71. “Rehabilitation Services” includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. “Relapse” means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. “Relapse Trigger” means an event, circumstance, place or person that puts a member at risk of relapse.

74. “Revenue" means Contractor’s income from sources other than the state allocation.

75. “Safeguarding medications” means facilities will store all resident medication and facility staff members may assist with resident’s self-administration of medication.

76. “Satellite site” means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per

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week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. “Service Area" means the geographical area under the Contractor’s jurisdiction.

78. “Service Authorization Request” means a member’s request for the provision of a service.

79. “Service Element” is the specific type of service performed within the more general service modalities.

80. “Short-Term Resident” means any member receiving residential SUD services; regardless of the length of stay. The member is considered a “short-term resident” of the residential facility in which they are receiving the services.

81. “Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. “State Hearing” means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. “Subcontractor” means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor’s obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term “subcontractor” shall include contracted providers.

84. “Substance Use Disorder Diagnoses” are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. “Substance Use Disorder Medical Director” has the same meaning as in 22 C.C.R. section 51000.24.4.

86. “Support Groups” means linkages to self-help and support, spiritual and faith-based support.

87. “Support Plan” means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

88. “Telehealth” means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

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89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

    A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

    B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC

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must appear on the “List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. “Urban Indian Organizations (UIO)” – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. “Urgent care” means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

Exhibit E – Attachment 2
SMHS: SERVICE DEFINITIONS

1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis

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Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the

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Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. “Day Rehabilitation” is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. “Day Treatment Intensive” is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be

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delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

    A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

    B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

    C. Supports the parent/caregiver in meeting their child's needs;

    D. Helps establish the CFT and provides ongoing support; and

    E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is

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provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided

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with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily

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could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member's stay at the hospital must be continued beyond the member's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

    Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of

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members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic

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intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

    A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

    B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

    C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

4. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

5. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

6. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

7. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance

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Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

10. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

11. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

12. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

13. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

14. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

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A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)

15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

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18. “Substance Use Disorder Crisis Intervention Services” means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

19. “Unit of Service” means:

    A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

    D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

    E. For residential services, providing 24-hour daily service, per member, per bed rate.

    F. For withdrawal management per member per visit/daily unit of service.

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, “DHCS Contacts”).

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS “Privacy Incident Reporting Form” and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	**DHCS Privacy Office**	**DHCS Information Security Office**
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Tehama County Health Services Agency	94-6000543

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Department of Health Care Services

Contract Description: For the purpose of Mental Health Plan agreement

APPROVED AS TO FORM:

Date: 08/14/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1544 **Agenda Date:** 9/9/2025 **Agenda #:** 6.

HEALTH SERVICES AGENCY / ADMINISTRATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Executive Director to sign Amendment No. 1 to the agreement with Vestige Group, LLC (Misc. Agree. 2024-055), for the purpose of leasing 25 PERSA portable safety GPS tracking devices and live monitoring services, thereby changing all references to Vestige Group, LLC in Misc. Agree. 2024-055 to hereafter be referred to as Transit Safety, LLC formerly known as the Vestige Group, LLC, a Transit Technologies, LLC company, in an amount not to exceed $32,000, effective 3/5/24 to 3/4/27 *(Subject to receipt of required insurance documentation)*

Financial Impact:
The cost of the PERSA portable safety GPS tracking device and live monitoring services are funded by Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds in budget unit 40131, general ledger account 53230.

Background Information:
In June 2025, Vestige Group, LLC changed their name to Transit Safety, LLC formerly known as the Vestige Group, LLC, a Transit Technologies, LLC company.

Transit Safety, LLC provides the Agency with personal safety devices and live monitoring services for our Mobile Crisis Unit (MCU) staff in the field, as well as our front desk staff. The personal safety devices are wearable GPS devices and are monitored 24/7, so whenever the MCU is responding to a call, their real-time location and location history is recorded. The device can also function as a “panic button” that the MCU, or front desk staff, can use in an emergency. The panic button can make “yellow alerts” and “red alerts.” In the event of a yellow alert, an internal alert message is sent to a pre-programmed contact list. In the event of a red alert, first responders are called for immediate emergency response. All alerts, location data, and reporting are visible in a cloud-based Vestige DMP portal.

AMENDMENT #1
TO THE AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
VESTIGE GROUP, LLC

This Amendment #1 to Agreement #2024-055, dated March 5, 2024, by and between the County of Tehama, through its Health Services Agency (County) and Vestige Group, LLC (Contractor) for the purpose of leasing 25 PERSA portable safety GPS tracking devices and live monitoring services, shall be amended as follows:

Contractor Name Change: Vestige Group, LLC is assigning its rights and interests in the contract to legal entity "Transit Safety, LLC formerly known as the Vestige Group a Transit Technologies, LLC company." All references to Vestige Group, LLC and/or Contractor in Agreement #2024-055 shall hereafter be deemed to refer to Transit Safety, LLC formerly known as the Vestige Group a Transit Technologies, LLC company.

It is mutually agreed that all other terms and conditions of Agreement #2024-055 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: 8-19-25

Jayme S. Bottke, Executive Director

TRANSIT SAFETY, LLC FORMERLY KNOWN AS THE VESTIGE GROUP A TRANSIT TECHNOLIGIES, LLC COMPANY

Date: 8/7/2025

DocuSigned by:
Joshua Albright Director of Operations
A4A1481239E4F5...

Josh Albright, Director of Operations

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

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

Tehama County

Minutes Certification

File Number: 24-183 **Enactment Number: MISC. AGR 2024-055**

HEALTH SERVICES AGENCY/ADMINISTRATION - Executive Director Jayme Bottke

a) AGREEMENT - Approval and authorization for the Executive Director to sign the agreement with Vestige Group, LLC for the purpose of leasing 25 PERSA portable safety GPS tracking devices and live monitoring services, with maximum compensation not to exceed $32,000, effective 3/5/24 to 3/4/27.

Health Services Agency Executive Director Jayme Bottke stated this is an agreement for a device that can be worn on a belt or in a pocket for the mobile crisis workers. Mrs. Bottke added this will allow better safety for those employees.

RESULT: APPROVE
MOVER: William Moule
SECONDER: Candy Carlson
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, and Vice Chair Hansen
Enactment No: MISC. AGR 2024-055

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 3/5/2024.

Attest: Jennifer Vise **March 19, 2024**
Date Certified

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND VESTIGE GROUP, LLC

This agreement is entered into between the County of Tehama, through its Health Services Agency, ("County") and The Vestige Group, LLC ("Contractor") for the purpose of leasing 25 PERSA portable personal safety GPS tracking devices and live monitoring services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide services as outlined in Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

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

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The fees for the entire 36-month agreement to be collected prior to delivery. The Maximum Compensation payable under this Agreement shall not exceed $32,000.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

Contractor shall submit an invoice for the flat fee amount to County within thirty (30) days after service has been completed to the reasonable satisfaction of County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5. TERM OF AGREEMENT

This agreement shall commence on March 5, 2024, and shall terminate March 4, 2027, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

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

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

7. ENTIRE AGREEMENT; MODIFICATION

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

8. NONASSIGNMENT OF AGREEMENT

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

9. EMPLOYMENT STATUS

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

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers ("Indemnified Parties") 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 ("Claim"), caused in whole, or in part, by the services provided by contractor pursuant to this agreement or contractor's breach of the terms of this agreement, whether by negligence or otherwise, except to the extent any Claim is caused by County or Indemnified Parties' negligence or breach of this agreement. 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. To the fullest extent permitted by law, in no event shall Contractor be liable for special, incidental, consequential, indirect, punitive, or other similar damages arising under this agreement. The aggregate amount of any and all of Contractor's liability for claims arising from this Section 10 shall be limited to direct provable damages and shall not exceed, in any event, the maximum compensation amount set forth in Section 3 of this agreement.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify, and hold the County, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work

to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

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

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

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

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

15. COMPLIANCE WITH LAWS AND REGULATIONS

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

16. LAW AND VENUE

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

17. AUTHORITY

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

18. NOTICES

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

If to County:	Tehama County Health Services Agency Attn: Executive Director P.O. Box 400 Red Bluff, CA 96080 (530) 527-8491
If to Contractor:	The Vestige Group, LLC Attn: Twain McDougal 27292 Waxhaw Pkwy STE D Waxhaw, NC 28173-7257

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

19. NON-EXCLUSIVE AGREEMENT

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

20. STANDARDS OF THE PROFESSION

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

21. LICENSING OR ACCREDITATION

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

22. RESOLUTION OF AMBIGUITIES

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

23. NO THIRD-PARTY BENEFICIARIES

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

24. HAZARDOUS MATERIALS

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

25. HARASSMENT

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

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

27. EXHIBITS

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

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

Date: 2-19-24

COUNTY OF TEHAMA

Jayme S. Bottke, Executive Director

Date: 1/15/24

THE VESTIGE GROUP, LLC.

Josh Albright, Director of Operations

Contractor Number

Vendor Number

Budget Account Number

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

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

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

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

Automobile Liability

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

Workers' Compensation

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

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than $1,000,000 per claim and $2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

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

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

Endorsements: Additional Insureds

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

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

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

Primary Insurance Coverage

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

Coverage Cancellation

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

Acceptability of Insurers

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

Subcontractors

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

Material Breach

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

Policy Obligations

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

Verification of Coverage

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

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

Exhibit B

vestige

VESTIGE GPS VENDOR SERVICES AGREEMENT | P.O. Box 1107 Waxhaw, NC 28173

GENERAL INFORMATION					
Order Date:	P.O. Number		Vestige Salesperson Name: Michael Forbes		Region:
COMPANY INFORMATION					
Legal Business Name: Tehama County Health Services Agency			DBA:		Business Phone: 530-527-8491
Please advise your Vestige rep if there are multiple shipping or installation addresses					
Business Address: PO Box 400			Shipping Address: 818 Main St. (Mon-Fri, 8:00AM - 5:00PM ONLY)		
City: Red Bluff	State: CA	Zip Code: 96080	City: Red Bluff	State: CA	Zip Code: 96080
CONTACT INFORMATION (Optional)					
Accounts Payable Contact (if different than Officer/Owner) Susan Risse, Accounting Specialist			Email: ap@tchsa.net		Phone: 530-527-8491 ext. 3955
Installation Contact (if different than Officer/Owner) Amandeep Grewal, Information Systems Supervisor			Email: Amandeep.Grewal@tchsa.net		Phone 530-527-8491 ext. 3815

PRODUCT INFORMATION

Monthly Fee:

			Monthly Per Unit	Monthly Total:
25	Option 1 - Lease No Upfront Costs	Duress/GPS Tracking - includes device, holster, and service	$24.49	$612.25
25	Option 1 - Lease No Upfront Costs	Live Monitoring Service	$10.00	$250.00
		Total Monthly Amount	$862.25	

Agreement Length (the "Service Term"): 36 Months

This agreement is non-cancellable. The signer asserts that all actions required to authorize the execution of this agreement on behalf of the Customer have been taken and that any manager, purchasing agent or person of similar authority is authorized to sign any other documentation necessary by provider in regard to this agreement.

ONE-TIME FEES (per Occurrence):

QUANTITY	DESCRIPTION		EXTENDED
N/A			
		Total One-Time Fees	

The Vestige Group LLC provides on-line training, periodic upgrades to subscription services, and technical support at no additional charge for the duration of the contract. In the event that the vehicle tracking unit malfunctions or is defective, through no fault of the customer, The Vestige Group LLC will replace the unit at no additional charge at a time and place mutually convenient to the Customer and The Vestige Group LLC

Customer Name:	Title:	Authorized: The Vestige Group LLC Representative:	Title:
Jayme S. Bottke	Executive Director	Josh Albright	Director of Ops
Signature: Jayme S Bottke	Date: 2-19-24	Signature:	Date: 2/15/24

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Agreement (the "Agreement") together with each Services Order Form govern all contracts for the sale of services (the "Services") by Vestige Group, LLC (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these printed Terms, conditions, term sheets, order forms or purchase orders are excluded unless agreed explicitly in writing by a numbered modification addendum authorized by Vestige Group, LLC. Execution of the Services Order Form by the customer, whether in writing, on the Internet, or by e-mail shall mean acceptance that these Terms are deemed incorporated in any purchase order or order form and shall form the contract between the Customer and Vestige Group, LLC These Terms are the entire Agreement for the sale of Services, and they shall supersede all prior terms, understandings or agreements between the Customer and Vestige Group, LLC. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the rest shall not be affected. Any notice to be given in respect of these Terms by either of the parties shall be in writing and delivered to the registered office or principal place of business of the other.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid if expressed in writing by Vestige Group, LLC and only for the period stated in the quotation or contract. If not stated, the validity period is 30 days. Billing and the Service Term (as described in Section L) shall commence on delivery of Equipment or forty-five (45) days from the execution of the applicable Services Order Fonn, whichever is earlier. Unless otherwise stated, payment of all amounts shall be made within 15 days of the date on the invoice or before any due date for payment shown on the invoice. If any payment is not made by the Customer by the due date, Vestige Group, LLC reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Agreement shall be deemed a breach. Customer agrees to reimburse Vestige Group, LLC for all charges, costs, expenses, and attorney's fees incurred to enforce or collect the amounts due under this Agreement. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Vestige Group, LLC within 30 days of the billing date, describing the amount, issue, and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Vestige Group, LLC and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Vestige Group, LLC within 30 days of any change in Customer's trade name, address, or phone number. By executing this Agreement, Customer authorizes Vestige Group, LLC to periodically request your credit reports and bank and trade references. All payments to Vestige Group, LLC exclude taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this agreement, and agrees to reimburse Vestige Group, LLC for any taxes paid on their behalf.

C. ACCESS AND USE

Subject to the terms and conditions of this Agreement, Vestige Group, LLC hereby grants Customer a non-exclusive, non-transferable limited right in the territory where the Customer is located as follows: a) to access and use the Services until the last day of the Service Term, consistent with any Vestige Group, LLC policies and additional use limitations specified or referenced in the order form and solely for the Customer's use; and b) To download, print, copy and use any documentation as reasonably necessary for it's internal, in-house use related to the rights granted under subsection (a) above. Vestige Group, LLC reserves all rights not expressly granted herein. Except as otherwise permitted herein, Customer may not copy, modify, adapt, or create derivative works of the Services. Except as otherwise permitted herein, in no event shall Customer (i) use, or permit any third party to use, the Services for time-sharing, rental, or service bureau purposes, or (ii) decompile, disassemble, reverse assemble, or otherwise reverse engineer the Equipment or Services, or permit any third party to decompile, reverse assemble, or reverse engineer the Equipment or Services. Customer will use the equipment and services only in compliance with applicable law.

D. OWNERSHIP RIGHTS

Customer acknowledges that Vestige Group, LLC, and its suppliers own all rights, title, and interest in the Equipment and Services, including but not limited to all copyrights, trade secrets, trademark, patents, confidential Information, and proprietary and intellectual property rights subsisting therein. Customer does not acquire any rights, express or implied, in the Equipment or Services other than those specified in this Agreement. Third Party Software. Customer acknowledges that the Equipment and the Services may contain certain third-party applications licensed to Vestige Group, LLC. The right to access and use the Services granted hereunder shall be subject to any underlying license to Vestige Group, LLC from a third party of any component of the Equipment or Services.

E. EQUIPMENT DEFECTS & REPRESENTATIONS

Subject to the limitations contained herein, Vestige Group, LLC represents that for the Service Term of this Agreement, the Equipment will be free from defects in materials and workmanship and will substantially conform to the specifications for such Equipment. WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, Vestige Group, LLC MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. If during the Service Term any Equipment is found to be defective, Vestige Group, LLC will at its option repair or replace the defective Equipment within a reasonable time using components or replacements that are new or used. The foregoing remedy is the sole and exclusive remedy of Customer regarding defective equipment and is in lieu of any other remedy available to the Customer at law or in equity. Customer will provide Vestige Group, LLC reasonable access to the vehicle to effect such repairs or replacements. In no event will Vestige Group, LLC be liable for loss of use of the vehicle when the Equipment is being repaired or replaced. This representation shall be void and of no effect if failure of the Equipment or any part thereof is due to accident, modification or misuse by the Customer or any third party. Vestige Group LLC repair or replacement of defective Equipment does not apply, and Customer may incur additional charges, for defects resulting from: (i) damage caused by incorrect installation, use, modification or repair by any unauthorized 3rd party or by the Customer or its representative, (ii) misuse or abuse to any element of the system or component thereof, (iii) damage caused by any party or other external force, or (iv) damage caused by the connection of the Equipment to any third-party products or software provided by the Customer.

F. INTELLECTUAL PROPERTY RIGHTS

Vestige Group, LLC will, provided Customer gives Vestige Group, LLC prompt notice of any such claim, indemnify the Customer from all costs and expenses actually incurred by Customer arising from any claim that use of the Equipment or Services as delivered by Vestige Group, LLC, and not in conjunction with any third-party or customer-provided equipment or software, infringes any third party intellectual property rights. If the Equipment or Service becomes the subject of a claim that the Equipment or Service infringes the intellectual property rights of a third party and as a result of such claim, or the settlement thereof, the use of the Equipment or Service is prohibited or enjoined, Vestige Group, LLC shall, at its sole expense, use its commercially reasonable efforts to do one or more of the following: (I) obtain for Customer the right to use the infringing Equipment or Service without any additional cost to Customer; (ii) modify the infringing Equipment or Service so that it becomes non-infringing; or (iii) replace the infringing Equipment or Service with a non-infringing item. If, after using commercially reasonable efforts, none of the foregoing alternatives is reasonably possible, then Vestige Group, LLC may require that Customer return the infringing Equipment to Vestige Group LLC and/ or discontinue use of the Service and upon such return or discontinuation of use, Vestige Group, LLC shall refund to Customer a pro-rated portion of the Service fees already paid for in advance. No credit or refund shall be made for Services already provided to the Customer. Vestige Group, LLC retains all Vestige Group, LLC owned Intellectual Property in the Equipment and Services. Copyright and all other intellectual property rights' subsisting in the Service is owned by Vestige Group, LLC or the providers of such information. The Customer may use information retrieved from the Services only for its own use which means that the Customer may not sell, resell, retransmit or otherwise make the information retrieved from the Services available in any manner or on any medium to any third party unless the Customer has obtained Vestige Group, LLC prior written consent.

G. USE OF THE VESTIGE GROUP LLC SERVICE

The Customer is responsible for all use of the Services made using any usernames and passwords registered by or allocated to it, whether or not the use is made by the Customer or someone else using its username and password. The customer is responsible for protecting and securing its username and password from unauthorized use. The Customer must notify Vestige Group, LLC immediately in the event that it is aware of the possibility of a breach of security. Vestige Group, LLC may provide hypertext links to sites on the Internet, which are operated by unrelated third parties. Using an external hypertext link means that the Customer may be leaving Vestige Group, LLC site and Vestige Group, LLC therefore takes no responsibility for and gives no warranties, guarantees or representations in respect of linked sites. Customer acknowledges and agrees that although Vestige Group, LLC Service contains maps, routing instructions and driving directions, Vestige Group, LLC assumes no responsibility for the accuracy of this information. Customer is responsible for checking directions for accuracy, confirming that the designated routes still exist, responding appropriately to construction and other road hazards and adhering to all traffic laws. The Equipment and Services are designed to collect certain data and information from Customer's vehicles, including, without limitation, data regarding the location of the vehicles, rate of travel, ignition on/off, idle time, number of stops and other similar information (collectively, "Vehicle Information"). Customer acknowledges and agrees that as between Customer and Vestige Group, LLC, Vestige Group, LLC owns all Vehicle Information, including all rights in and to such Vehicle Information. Without limiting the generality of the foregoing, Customer acknowledges and agrees that, as the owner of the Vehicle Information, Vestige Group, LLC may review, analyze, manipulate, copy, and modify the Vehicle Information. Vestige Group, LLC may also distribute reports, analyses and data based upon the Vehicle Information, provided, however that Vestige Group, LLC agrees that it shall not disclose to any third parties any Vehicle Information that identifies specifically Customer or any of the drivers of Customer's vehicles. It being understood, however, that the foregoing restriction shall not apply to disclosures of Vehicle Information that are (i) required by law or in response to a request from law enforcement authorities, (ii) made in connection with a subpoena or other similar demand, (iii) made in connection with a contemplated merger, acquisition or similar transaction, (iv) made to Vestige Group, LLC affiliates or related companies, and/or (v) made to Vestige Group, LLC service providers.

H. AVAILABILITY OF SERVICES

Vestige Group, LLC does not warrant any connection, communication, transmission, security of or results from the use of any information provided (or omitted to be provided) in connection with the Services. Availability of, or accuracy of information provided by the Services may become disrupted or degraded from time to time as a result of events such as, but not limited to; disruption to satellite system operation, unavailability of wireless data carrier services or signals, disruptions to the Internet or Vestige Group, LLC server(s), computer failures and viruses, and hardware failures. Vestige Group, LLC shall use commercially reasonable efforts to minimize the effects of any such disruption or degradation to the Customer, but shall not be liable to the Customer for any loss or damage, whether resulting directly or indirectly from the unavailability of any of the Services, degradation of the accuracy of the information or the failure of the Products. Vestige Group, LLC accepts no responsibility whatsoever for any Vehicle Information lost as a result of any failure of the Equipment or disruption to or degradation of any of the Services. Vestige Group, LLC total liability to the Customer shall not exceed the fees received by Vestige Group, LLC from the Customer for the Services relating to the period during which any disruption or degradation of the Services continued.

Neither Vestige Group, LLC nor its wireless network partners make any warranties with respect to the Service or the performance of any wireless network. To the extent Vestige Group, LLC provides access to information provided by other sources, Vestige Group, LLC accepts no liability for and makes no warranties, express or implied, with respect to the content thereof. Customer has not relied on and will not make claim that it is entitled to the benefit of any representations, promises, description of services or other statement not specifically set forth in this Agreement.

I. CONFIDENTIALITY

Both Vestige Group, LLC and the Customer will treat all information received from the other party that is marked 'Confidential' or which is reasonably obvious to be confidential ("Confidential Information") as it would treat its own confidential information, but in no event shall either party employ less than a reasonable degree of care in protecting the Confidential Information. Confidential Information includes, but shall not be limited to: pricing, business plans, customer lists, operational and technical data and product plans.

J. LIABILITY

Vestige Group, LLC does not represent or warrant that Customer will achieve any certain results by use of the Service. Vestige Group, LLC does not warrant that the functions contained in the Equipment or Service will meet Customer's requirements or that the operation of the Equipment or Services will be uninterrupted or error free. With the exception of the indemnity obligations set forth in section H, Vestige Group, LLC maximum liability for all claims under this Agreement (whether in tort, contract, negligence or otherwise) shall not exceed one years' Services fee or the total fees received by Vestige Group, LLC from the Customer for the Services, whichever is less. Neither the Customer nor Vestige Group, LLC shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Agreement or resulting from the use or the inability to use the Service or Equipment or the performance or non-performance of the Services or Equipment. It is the responsibility of the Customer to insure itself in this regard if it so desires.

K. FORCE MAJEURE

Vestige Group, LLC shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under these Terms or loss or damage of any products due to acts of God, failure of the Internet or another network, war, riot, civil commotion, embargo, strikes, fire, theft, delay in delivery of services of sub-contractors or sub-suppliers, shortage of labor or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Vestige Group, LLC.

The provisions of the Confidentiality clause of these Terms shall survive termination by two years. Upon the termination of this Agreement, for whatever reason, all rights granted by Vestige Group, LLC to Customer hereunder shall immediately cease and Customer shall immediately return to Vestige Group, LLC all Vestige Group, LLC property, including, but not limited to, it's Equipment, Confidential Information, and all copies thereof. Upon the termination of this Agreement, Vestige Group, LLC shall immediately return to Customer all Customer property, including, but not limited to, its Confidential Information and all copies thereof. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this Agreement, other than as a result of Vestige Group, LLC breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

L. TERM AND TERMINATION

The initial Service Term of this Agreement shall begin on the earlier of delivery of the Equipment or forty-five (45) days from the date the Services Order Fonn is executed and continue for the period indicated on the Services Order Form (the "Service Term"). When you elect to return the Equipment to us, the Equipment must be scheduled for returned 15 days prior to the end of the Initial Tenn or any written notice of your intention to return shall be deemed null and void and this Agreement shall renew in accordance with this Agreement. In the event that you elect to return the Equipment, you are responsible for all expenses incurred in returning the Equipment to us. This Agreement and/or the Services Order Form may not be terminated by Customer or Vestige Group, LLC during the Service Term other than for breach and then only by the non-breaching party. This Agreement may be terminated by either party at the end of the applicable Service Term by providing written notice at least sixty (60) days prior thereto.

The provisions of the Confidentiality d ause of these Terms shall survive termination by two years. Upon the termination of this Agreement, for whatever reason, all rights granted by Vestige Group, LLC to Customer hereunder shall immediately cease and Customer shall immediately return to Vestige Group, LLC all Vestige Group, LLC property, including, but not limited to, it's Equipment, Confidential Information, and all copies thereof. Upon the termination of this Agreement, Vestige Group, LLC shall immediately return to Customer all Customer property, including, but not limited to, its Confidential Information and all copies thereof. Termination of this Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief. Termination of this Agreement, other than as a result of Vestige Group, LLC breach, shall not relieve Customer of its obligation to pay all fees and other amounts due by Customer under this Agreement and such amounts shall be accelerated and paid by Customer in a lump sum payment due upon termination.

M. ASSIGNMENT

Vestige Group, LLC reserves the right to assign this Agreement to a third party at any time during the term of this Agreement. This Agreement is personal to the Customer, and Customer may not assign its rights or obligations, in whole or in part, to any third party without Vestige Group, LLC written approval.

N. GOVERNING LAW AND JURISDICTION

This agreement will be governed by, enforced in and interpreted according to the laws of the state of California. You consent to exclusive jurisdiction in the state or Federal courts of California. You expressly waive any right to a trial.

vestige

NON-APPROPRIATION OF FUNDS ADDENDUM

This Addendum will become part of the Lease/Finance/Rental Agreement ("Agreement") with Tehama County Health Services Agency as Lessee/Borrower/Rentee and The Vestige Group LLC. as Lessor/Secured Party/Rentor.

You hereby represent and warrant to Us that as of the date of the Agreement, and throughout the Agreement Term: (a) the individual who executed the Agreement had at the time of execution of the Agreement full power and authority to execute the agreement; and that all required procedures necessary to make the Agreement legal and binding obligation of the Agreement have been followed; (b) the Equipment is essential to the immediate performance of an authorized governmental or proprietary function and shall be used during the Agreement Term by You and only to perform such function; (c) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted and unencumbered appropriation.

In the event You are not granted funds in future fiscal years for the Equipment subject to the Agreement or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to You to pay the payment and other payments due under the Agreement, and there is no other legal procedure or available funds by or with which payments can be made to Us, and the appropriation did not result from an act or omission by You, You shall have the right to return the Equipment in accordance with the terms of the Agreement and terminate the Agreement on the last day of the fiscal period for which appropriations were received. At least thirty (30) days prior to the end of Your fiscal year, your legal counsel shall certify in writing that (a) funds have not been appropriated for the next fiscal year; (b) such non-appropriation did not result from any act or failure to act by You; and (c) You have exhausted all funds legally available for payment of rent. The original of this Agreement shall be that copy which bears your electronic, facsimile, or original signature, and our electronic or original signature.

The Vestige Group, LLC

Signature

Director of Operations
Title

2/15/24
Date

Tehama County Health Services Agency

Signature

Executive Director
Title

2-19-24
Date

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PERSA

Lone Worker Safety

Lone Worker Safety That Goes Where Your Workers Go

Protect lone workers with PERSA, a mobile "all-in one" wearable emergency alerting device that doesn't require pairing with a cell phone. Use it in the field or in your facilities.

The time it takes to pull out a cell phone, unlock it, dial a number, and wait for an answer is far too long in a volatile situation. PERSA's silent alert button is immediate and gives your workers more control to de-escalate or get out of a dangerous situation. Email and SMS alerts are available as well as our monitoring center for dispatching authorities.

PERSONAL DURESS BUTTON
Silent alarm solution with thumb-sized button for quick and easy location notifications.

WE CALL FIRST RESPONDERS
Our 24/7/365 monitoring center can call for immediate emergency response.

WEARABILITY
Breakaway lanyard to wear around the neck or clip options for belts and pockets.

FIELD VISIBILITY
Available GPS location capture for real-time mapping, history, reporting and more.

CUSTOM NOTIFICATIONS
Alert options by text and email for situational awareness and incident management.

DURABILITY
Compact, water-resistant device with a battery life of up to 14 days on a full charge.

www.vestigeview.com

For More Information Contact:
Michael Forbes | Solutions Partner
475.208.4226 |michael.forbes@vestigeview.com

vestige™
Your Safety is OUR Priority

Personal Safety Devices Overview
The Vestige Group
Prepared by Michael Forbes – michael.forbes@vestigeview.com – 475 208 4226

COMPANY OVERVIEW

The Vestige Group, LLC (Vestige) was founded in 2013 to provide innovative mobile solutions, including lone worker safety of life and GPS tracking. The company is focused on offering customers complete turnkey solutions in bundles, including equipment, portal services, wireless data, training, support, and other required services. In 2019, Vestige was acquired by Transit Technologies to become a part of a group of eight complementary companies with the mission of improving the quality of life in our communities with safe, effective, and reliable mobility for all, using innovative technology solutions.

EXPERIENCE/QUALIFICATIONS

Vestige has considerable experience providing Personal Safety Devices and GPS tracking to government, non-profit and commercial customers.

Vestige's PERSA Personal Safety solution was initially introduced in 2015.

The PERSA Personal Safety solution is widely used by behavioral/mental health and social services organizations.

Here is a select list of PERSA customers:

- Lifeways Community Mental Health Authority/Jackson County (MI)
- St Joseph's County CMHA
- Henry Ford Health System (MI)
- Great Lakes Bay Health System (MI)
- Saginaw CMHA (MI)
- Gratiot Integrated Health (MI)
- Pokagon Band Health Services (MI)
- Lake County Children's Services (OH)
- Sandusky County Children's Services (OH)
- Dauphin County Children And Youth Services (PA)
- Winnebago Tribe Health Services (NE)
- Hospice of Rockingham (NC)
- WakeMed Home Health (NC)
- Wilmington Health Associates (NC)
- Interactive Resource Center (NC)
- Durham County (NC)
- Community Mental Health Associates (CT)
- Family Centered Services (CT)
- Gilead Community Services (CT)
- Spectrum Health (MA)
- North Suffolk Mental Health (MA)
- Howard Center (VT)
- Northeast Kingdom Community Action (VT)
- 180 Turning Lives Around (NJ)
- Visiting Nurse Association of the Treasure Coast (FL)
- Canvas Health (MN)
- Lakes & Prairies Community Action (MN)
- Texas Dept. of Transportation Travel Info Centers (TX)
- Anne Arundel County Mental Health Authority (MD)
- St. Mary County Health Dept. (MD) Maryland Motor Vehicles Administration (MD)
- Northwest Center (WA)
- Deschutes County Human Services (OR)
- Telecare (San Diego County Crisis) (CA)
- Home Demo - Retail Security (Nationwide)

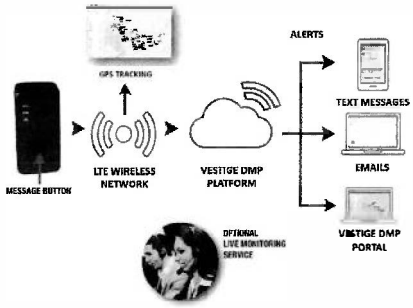
Personal Safety Devices Overview
The Vestige Group
Prepared by Michael Forbes – michael.forbes@vestigeview.com – 203 434 8357

SOLUTION OVERVIEW: VESTIGE PERSA PORTABLE PERSONAL SAFETY AND GPS TRACKING SOLUTION

Vestige's PERSA solution is an established solution used by customers in government, non-profit, and the commercial sector. PERSA is based around a portable, wireless, battery-powered device and the cloud-based DMP portal to improve mobile worker safety, with available GPS Tracking.

The PERSA device is compact, wearable, water-resistant, and has a battery life of up to 14 days between charges. It can also be used on-premise as a wired panic button alternative. It includes LTE wireless connectivity and features GPS location reporting and a multi-function user input "button" that is pressed to send alerts from the device. The PERSA device works with the Vestige DMP portal to offer capabilities including:

- Field user Personal Duress/Safety of Life Alerting – The PERSA solution can be configured to send alert messages, including user identity and GPS location, when a user activates the PERSA multi-function button. The PERSA device provides a "silent alarm" to protect users in dangerous situations.



- Alerts include
  - Ability to configure two alerts levels, for example, "Red Alert" (police are called) and "Yellow Alert" (internal alert messages only).
  - SMS to pre-configured lists of recipients for immediate situational awareness.
  - Email to pre-configured lists of recipients for immediate situational awareness.
  - Optional Live Monitoring Service where Vestige's response team contacts first responders (PSAP for the jurisdiction they are in or a pre-set phone number) to report the incident and request response. Live Monitoring Service actions are flexible and are dictated by a protocol created by the customer.
  - All alerts, location data, and reporting are also visible in the cloud-based Vestige DMP portal.
- GPS Tracking – The PERSA solution provides GPS tracking services including:
  - Device location, tracking history.
  - Events and alerts (including stop time, low battery, geofence-based alerts, and more)
  - Reporting with email subscriptions.
  - User management and more.
  - Cell phone/tablet tracking "app" for supervisors.
  - GPS tracking services can be disabled.

- Status and Location Reporting Options– The PERSA multi-function button can also be configured for other functions, including check-in/check-out.
- See our interactive presentation solution at https://prezi.com/view/VlR1JeTal6anenRxm8hL/

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Vestige Group LLC

Contract Description: For the purpose of portable GPS device that also functions as panic buttons.

APPROVED AS TO FORM: Date: 2/9/2024

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

E-Contract Review
Approval as to Form

Department Name: Health Services

Vendor Name: Vestige Group LLC

Contract Description: For the purpose of reflecting name change to Transit Safety, LLC

APPROVED AS TO FORM:

Date: 08/05/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1547 **Agenda Date:** 9/9/2025 **Agenda #:** 7.

HEALTH SERVICES AGENCY / PUBLIC HEALTH

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Chair of the Board and Executive Director to sign the Department of Health Care Services (DHCS) Certification Statement - Health Care Program for Children in Foster Care (HCPCFC), and all other related documents, for FY 25/26 in the receivable amount of $550,688, effective 7/1/25 and shall terminate 6/30/26

Financial Impact:
This is a receivable to Tehama County Health Services Agency (TCHSA) for FY 25/26 for the HCPCFC allocation in the amount of $550,688.

Background Information:
The State provides funding for the local health jurisdiction to ensure a coordinated effort and case management for the Health Care Program for Children in Foster Care (HCPCFC). This letter serves as each local program's approved state HCPCFC administrative budget and enables each local program to use this letter to develop its budget. The Health Care Program for Children in Foster Care (HCPCFC) and Health Care Program for Children in Foster Care Psychotropic Medications Monitoring and Oversight (HFPCFC PMM&O), HCPCFC Caseload Relief, and HCPCFC Administrative programs are located at the Department of Social Services in the Child Welfare Services Unit.

If not approved, the department would not have the necessary resources to coordinate these public health programs for the community.

TEHAMA COUNTY AUDITOR'S OFFICE
GRANT FUNDING INFORMATION
(Attach full copy of application and/or Notice of Award)

AUDITOR USE ONLY	
Rec'd By:	

DEPARTMENT	NAME OF CONTACT	PHONE NUMBER	BUDGET UNIT
Health Services Agency	Jayme Bottke	527-8491	40121

TITLE OF GRANT: Children's Medical Services (CMS) Plan & Fiscal Guidelines

GRANTOR AGENCY: California Department of Healthcare Services

GRANT OBJECTIVES: Case management and program coordination for HCPCFC, HCPCFC PMM&O, HCPCFC Case Relief, and HCPCFC Administratvie programs

GRANT I.D. NO.: _____

Federal Catalog # (if applicable): _____

GRANT PERIOD: From: 7/1/2025 To: 6/30/2026

Applicable Code and/or Legislative Reference: _____

DATE APPLICATION APPROVED BY BOARD: _____

DATE BOARD ACCEPTED FUNDS OR APPROVED CONTRACT: _____

IS GRANT RENEWABLE? (Check all applicable)	Yes	No	Annually	Indefinite	Specific No. of Years
	X		X		

GRANT FUNDING **Fiscal Year:** 2025-2026

FEDERAL	$301,775.00	
STATE	$248,913.00	
OTHER		
1. TOTAL GRANT FUNDS	**$550,688.00**	

COUNTY FUNDING

HARD MATCH (dollars)	$0.00	
SOFT MATCH (In-kind)	$0.00	
2. TOTAL COUNTY MATCH	**$0.00**	

USE OF FUNDS

PERSONNEL (attach detail)	$307,956.00	
SERVICES/SUPPLIES	$33,789.00	
EQUIPMENT	$0.00	
OTHER CHARGES	$208,943.00	
TOTAL FUNDS (must also = 1+2 above)	**$550,688.00**	

IF HARD MATCH REQUIRED, IDENTIFY FUNDING SOURCE: _____

IS MATCH FUNDING APPROPRIATED WITHIN EXISTING BUDGET? Yes: | N/A | No:

METHOD OF PAYMENT OF GRANT FUNDS: Reimburse: X | Advance:

ANTICIPATED DATE(S) OF RECEIPT OF GRANT FUNDS: _____

EXPENDITURE DEADLINE: 6/30/2026

IS INTEREST EARNING ON GRANT FUNDS REQUIRED BY LAW? Yes: | No: X

WILL THERE BE IMPACTS TO HOUSING, STAFF OR OTHER COUNTY SUPPORT SERVICES? (If yes, please explain. Use attachment if needed.) Yes: X | No:

This is an ongoing program that requires staffing and office space.

Jayme Bottke

Jayme Bottke, Executive Director

6-20-25

DATE

Form A-135 (Rev 8-21-07)

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES
Michelle Baass | Director

JULY 1, 2025

HCPCFC PROGRAM LETTER: 25-03

TO: HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE ADMINISTRATORS

SUBJECT: HEALTH CARE PROGRAM FOR CHILDREN IN FOSTER CARE FISCAL YEAR 2025-2026 ALLOCATION

The purpose of this letter is to provide each local Health Care Program for Children in Foster Care (HCPCFC) with their Fiscal Year (FY) 2025-2026 allocation.

This letter serves as each local program's approved state HCPCFC budget and enables each local program to use this letter to develop their budget. Budget approval letters will not be issued. Detailed budget information may be found in the HCPCFC Financial Policy and Procedure (FP&P) Manual.

Acceptance of funds constitutes an agreement that the receiving local program and its agency will comply with all federal and state requirements pertaining to the HCPCFC and adhere to all applicable policies and procedures set forth by the California Department of Social Services (CDSS) and the Department of Health Care Services (DHCS). Periodically, the federal program responsible for oversight of the Medicaid program and related state administrative expenditures, will conduct programmatic audits. Findings of a federal audit exception and subsequent liability for repayment of federal Medicaid funds related to the HCPCFC audit exception, are the exclusive and sole responsibility of each local program.

Each local program remains responsible for overseeing and tracking its expenditures. and will only be reimbursed up to the county's authorized allocation. An audit file must be maintained. At a minimum this audit file should include:

- Documentation of required time studies, performed during one or more representative months of the fiscal quarter for each budgeted position claimed under Federal Financial Participation (FFP).
- Documentation in support of claimed expenditures.
- Documentation to demonstrate compliance with all federal and state requirements pertaining to the HCPCFC, and adherence to all applicable policies and procedures set forth by CDSS and DHCS.

Local programs should maintain and be prepared to produce the audit file to State and Federal entities within seven (7) calendar days of a request.

Budget Reporting Instructions

- Utilize the HCPCFC Budget Workbook.
  Budget workbooks may be found in the Templates section of the ISCD Budget Portal [1] or by request to HCPCFC@dhcs.ca.gov. Questions regarding the ISCD Budget Portal may be directed to ISCDFiscal@dhcs.ca.gov.

- Sign with a wet signature OR electronically using Adobe Acrobat Pro DC Self-signed with Digital ID [2] function or DocuSign. [3]
  If access to either of these programs is not available, scanned signature will be accepted, with the original signature kept in the local audit file.

- Submit the following electronically to the ISCD Budget Portal:
  - Excel version of the HCPCFC Budget Workbook and,
  - Signed PDF version of the HCPCFC Budget Workbook.

- Submit only the information requested in the HCPCFC Budget Workbook. Be prepared to provide ISCD with additional documentation to demonstrate compliance with program requirements, upon request.

- Submit by September 1, 2025.
  If all necessary signatures cannot be obtained by this date, submit completed excel workbooks by the deadline and contact ISCDFiscal@dhcs.ca.gov to request an extension for submission of required signatures.

Staffing Flexibilities

Flexibilities from FY 2024-2025 will be extended to FY 2025-2026 with the understanding the allocation can only be utilized for administrative functions. DHCS may ask counties clarifying questions on a case-by-case basis if unclear on how positions funded under their administrative budget are supporting administrative functions as outlined in the HCPCFC FP&P.

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[1] ISCD Budget Portal
[2] Manage Digital IDS in Adobe
[3] Docusign, How to Sign a Document

Fiscal questions may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to the central program inbox: HCPCFC@dhcs.ca.gov.

Sincerely,

ORIGINAL SIGNED BY

Joseph Billingsley

Assistant Deputy Director
Health Care Delivery Systems
Department of Health Care Services

Attachments:

1. FY 2025-2026 HCPCFC Allocation Tables
    A. Base Allocation
    B. Psychotropic Medication Monitoring & Oversight
    C. Caseload Relief
    D. Administrative Allocation

Attachment 1A:
Health Care Program for Children in Foster Care
Base Allocation
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$196,920	$590,711	$787,631
Alpine	$3,000	$9,000	$12,000
Amador	$9,101	$27,299	$36,400
Butte	$63,123	$189,353	$252,476
Calaveras	$10,262	$30,784	$41,046
Colusa	$6,002	$18,006	$24,008
Contra Costa	$100,299	$300,873	$401,172
Del Norte	$14,328	$42,982	$57,310
El Dorado	$23,042	$69,120	$92,162
Fresno	$343,690	$1,030,985	$1,374,675
Glenn	$8,132	$24,395	$32,527
Humboldt	$48,601	$145,790	$194,391
Imperial	$47,632	$142,886	$190,518
Inyo	$3,000	$9,000	$12,000
Kern	$338,655	$1,015,883	$1,354,538
Kings	$54,797	$164,377	$219,174
Lake	$15,103	$45,305	$60,408
Lassen	$9,294	$27,880	$37,174
Los Angeles	$2,725,705	$8,176,438	$10,902,143
Madera	$46,471	$139,401	$185,872
Marin	$16,846	$50,533	$67,379
Mariposa	$3,000	$9,000	$12,000
Mendocino	$37,370	$112,101	$149,471
Merced	$109,981	$329,915	$439,896
Modoc	$4,453	$13,359	$17,812
Mono	$3,000	$9,000	$12,000
Monterey	$35,628	$106,874	$142,502
Napa	$13,746	$41,239	$54,985
Nevada	$7,551	$22,653	$30,204
Orange	$419,398	$1,258,092	$1,677,490
Placer	$33,691	$101,066	$134,757
Plumas	$6,777	$20,329	$27,106
Riverside	$641,683	$1,924,893	$2,566,576
Sacramento	$237,775	$713,267	$951,042
San Benito	$5,615	$16,844	$22,459
San Bernardino	$924,574	$2,773,495	$3,698,069

Attachment 1A:
Health Care Program for Children in Foster Care
Base Allocation
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
San Diego	$303,028	$909,009	$1,212,037
San Francisco	$120,243	$360,700	$480,943
San Joaquin	$210,667	$631,950	$842,617
San Luis Obispo	$47,439	$142,305	$189,744
San Mateo	$21,686	$65,054	$86,740
Santa Barbara	$82,098	$246,275	$328,373
Santa Clara	$83,841	$251,502	$335,343
Santa Cruz	$25,365	$76,090	$101,455
Shasta	$76,483	$229,430	$305,913
Sierra	$3,000	$9,000	$12,000
Siskiyou	$15,103	$45,305	$60,408
Solano	$60,993	$182,964	$243,957
Sonoma	$77,258	$231,754	$309,012
Stanislaus	$85,003	$254,987	$339,990
Sutter	$17,427	$52,275	$69,702
Tehama	$23,429	$70,281	$93,710
Trinity	$4,066	$12,198	$16,264
Tulare	$166,133	$498,358	$664,491
Tuolumne	$11,811	$35,431	$47,242
Ventura	$79,968	$239,886	$319,854
Yolo	$47,052	$141,143	$188,195
Yuba	$34,079	$102,227	$136,306
City of Berkeley	$6,583	$19,748	$26,331
Total	**$8,171,000**	**$24,511,000**	**$32,682,000**

Attachment 1B:
Health Care Program for Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$40,795	$122,386	$163,181
Alpine	$3,659	$10,975	$14,634
Amador	$3,659	$10,975	$14,634
Butte	$18,293	$54,878	$73,171
Calaveras	$3,659	$10,975	$14,634
Colusa	$3,659	$10,975	$14,634
Contra Costa	$36,585	$109,756	$146,341
Del Norte	$3,659	$10,975	$14,634
El Dorado	$10,976	$32,926	$43,902
Fresno	$54,878	$164,634	$219,512
Glenn	$3,659	$10,975	$14,634
Humboldt	$7,317	$21,951	$29,268
Imperial	$14,634	$43,903	$58,537
Inyo	$3,659	$10,975	$14,634
Kern	$40,244	$120,732	$160,976
Kings	$7,317	$21,951	$29,268
Lake	$7,317	$21,951	$29,268
Lassen	$3,659	$10,975	$14,634
Los Angeles	$526,829	$1,580,488	$2,107,317
Madera	$3,659	$10,975	$14,634
Marin	$3,659	$10,975	$14,634
Mariposa	$3,659	$10,975	$14,634
Mendocino	$10,976	$32,926	$43,902
Merced	$10,976	$32,926	$43,902
Modoc	$3,659	$10,975	$14,634
Mono	$3,659	$10,975	$14,634
Monterey	$14,634	$43,903	$58,537
Napa	$3,659	$10,975	$14,634
Nevada	$3,659	$10,975	$14,634
Orange	$47,561	$142,683	$190,244
Placer	$7,317	$21,951	$29,268
Plumas	$3,659	$10,975	$14,634
Riverside	$102,439	$307,317	$409,756
Sacramento	$73,171	$219,512	$292,683
San Benito	$3,659	$10,975	$14,634

Attachment 1B:
Health Care Program for Children in Foster Care
Psychotropic Medication Monitoring and Oversight Allocation
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
San Bernardino	$142,683	$428,049	$570,732
San Diego	$80,488	$241,463	$321,951
San Francisco	$25,610	$76,829	$102,439
San Joaquin	$51,220	$153,658	$204,878
San Luis Obispo	$14,634	$43,903	$58,537
San Mateo	$10,976	$32,926	$43,902
Santa Barbara	$14,634	$43,903	$58,537
Santa Clara	$36,585	$109,756	$146,341
Santa Cruz	$7,317	$21,951	$29,268
Shasta	$14,634	$43,903	$58,537
Sierra	$3,658	$10,976	$14,634
Siskiyou	$3,658	$10,976	$14,634
Solano	$10,975	$32,927	$43,902
Sonoma	$18,292	$54,879	$73,171
Stanislaus	$29,267	$87,806	$117,073
Sutter	$7,316	$21,952	$29,268
Tehama	$3,658	$10,976	$14,634
Trinity	$3,658	$10,976	$14,634
Tulare	$21,951	$65,855	$87,806
Tuolumne	$3,658	$10,977	$14,635
Ventura	$25,609	$76,831	$102,440
Yolo	$14,634	$43,904	$58,538
Yuba	$7,316	$21,953	$29,269
City of Berkeley	$3,107	$9,322	$12,429
Total	**$1,650,000**	**$4,950,000**	**$6,600,000**

Attachment 1C:
Health Care Program for Children in Foster Care
Caseload Relief Allocation
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$97,126	$291,374	$388,500
Alpine	$0	$0	$0
Amador	$3,996	$11,989	$15,985
Butte	$36,351	$109,051	$145,402
Calaveras	$5,836	$17,509	$23,345
Colusa	$3,172	$9,516	$12,688
Contra Costa	$67,880	$203,639	$271,519
Del Norte	$4,821	$14,464	$19,285
El Dorado	$19,095	$57,285	$76,380
Fresno	$133,095	$399,283	$532,378
Glenn	$5,075	$15,226	$20,301
Humboldt	$23,346	$70,036	$93,382
Imperial	$28,611	$85,832	$114,443
Inyo	$1,161	$3,483	$4,644
Kern	$109,940	$329,818	$439,758
Kings	$24,171	$72,511	$96,682
Lake	$10,341	$31,021	$41,362
Lassen	$4,314	$12,942	$17,256
Los Angeles	$1,389,880	$4,169,636	$5,559,516
Madera	$21,125	$63,376	$84,501
Marin	$5,963	$17,890	$23,853
Mariposa	$1,903	$5,710	$7,613
Mendocino	$17,318	$51,956	$69,274
Merced	$33,495	$100,487	$133,982
Modoc	$963	$2,889	$3,852
Mono	$0	$0	$0
Monterey	$27,659	$82,978	$110,637
Napa	$8,310	$24,932	$33,242
Nevada	$3,996	$11,989	$15,985
Orange	$150,604	$451,810	$602,414

Attachment 1C:
Health Care Program for Children in Foster Care
Caseload Relief Allocation
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
Placer	$14,211	$42,632	$56,843
Plumas	$3,172	$9,516	$12,688
Riverside	$219,497	$658,493	$877,990
Sacramento	$151,429	$454,285	$605,714
San Benito	$3,679	$11,038	$14,717
San Bernardino	$381,013	$1,143,039	$1,524,052
San Diego	$173,441	$520,324	$693,765
San Francisco	$57,856	$173,568	$231,424
San Joaquin	$98,139	$294,419	$392,558
San Luis Obispo	$26,328	$78,981	$105,309
San Mateo	$18,206	$54,621	$72,827
Santa Barbara	$28,357	$85,071	$113,428
Santa Clara	$74,668	$224,002	$298,670
Santa Cruz	$17,382	$52,147	$69,529
Shasta	$28,166	$84,500	$112,666
Sierra	$0	$0	$0
Siskiyou	$6,725	$20,174	$26,899
Solano	$27,469	$82,407	$109,876
Sonoma	$33,433	$100,297	$133,730
Stanislaus	$48,214	$144,641	$192,855
Sutter	$11,102	$33,305	$44,407
Tehama	$13,830	$41,489	$55,319
Trinity	$3,299	$9,896	$13,195
Tulare	$67,371	$202,115	$269,486
Tuolumne	$6,660	$19,983	$26,643
Ventura	$53,606	$160,818	$214,424
Yolo	$27,216	$81,647	$108,863
Yuba	$13,701	$41,109	$54,810
City of Berkeley	$2,283	$6,851	$9,134
Total	**$3,850,000**	**$11,550,000**	**$15,400,000**

Attachment 1D:
Health Care Program for Children in Foster Care
Administrative Allocation [4]
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
Alameda	$185,202	$185,202	$370,404
Alpine	$141,630	$141,630	$283,260
Amador	$173,446	$173,446	$346,891
Butte	$165,235	$165,235	$330,469
Calaveras	$153,409	$153,409	$306,818
Colusa	$174,031	$174,031	$348,062
Contra Costa	$235,226	$235,226	$470,451
Del Norte	$133,602	$133,602	$267,204
El Dorado	$165,455	$165,455	$330,910
Fresno	$165,913	$165,913	$331,826
Glenn	$163,650	$163,650	$327,300
Humboldt	$177,535	$177,535	$355,070
Imperial	$156,439	$156,439	$312,877
Inyo	$171,618	$171,618	$343,236
Kern	$184,290	$184,290	$368,580
Kings	$145,086	$145,086	$290,171
Lake	$167,277	$167,277	$334,553
Lassen	$130,359	$130,359	$260,718
Los Angeles	$1,451,016	$1,451,016	$2,902,031
Madera	$161,899	$161,899	$323,798
Marin	$186,418	$186,418	$372,835
Mariposa	$179,647	$179,647	$359,293
Mendocino	$155,844	$155,844	$311,687
Merced	$118,845	$118,845	$237,689
Modoc	$98,106	$98,106	$196,212
Mono	$167,416	$167,416	$334,831
Monterey	$135,941	$135,941	$271,881
Napa	$212,025	$212,025	$424,049
Nevada	$158,820	$158,820	$317,640

[4] DHCS reallocated the CHDP Program budget county allocation starting in FY 24-25 to the HCPCFC Administrative Budget and the California Children's Services (CCS) Monitoring and Oversight. Please refer to the CCS Monitoring and Oversight Allocation Letter for state's approved budget.

Attachment 1D:
Health Care Program for Children in Foster Care
Administrative Allocation [4]
(07/01/2025 through 06/30/2026)

County/City	State General Funds	Federal Funds	Total Funds
Orange	$206,722	$206,722	$413,443
Placer	$176,852	$176,852	$353,703
Plumas	$145,069	$145,069	$290,138
Riverside	$302,178	$302,178	$604,356
Sacramento	$203,518	$203,518	$407,035
San Benito	$143,519	$143,519	$287,037
San Bernardino	$374,015	$374,015	$748,029
San Diego	$176,027	$176,027	$352,053
San Francisco	$254,689	$254,689	$509,378
San Joaquin	$176,593	$176,593	$353,185
San Luis Obispo	$193,576	$193,576	$387,152
San Mateo	$232,245	$232,245	$464,489
Santa Barbara	$191,018	$191,018	$382,035
Santa Clara	$223,513	$223,513	$447,025
Santa Cruz	$182,005	$182,005	$364,009
Shasta	$163,380	$163,380	$326,759
Sierra	$161,807	$161,807	$323,614
Siskiyou	$148,359	$148,359	$296,718
Solano	$187,455	$187,455	$374,910
Sonoma	$205,938	$205,938	$411,875
Stanislaus	$176,247	$176,247	$352,493
Sutter	$168,371	$168,371	$336,741
Tehama	$208,019	$208,019	$416,037
Trinity	$152,356	$152,356	$304,712
Tulare	$159,766	$159,766	$319,531
Tuolumne	$161,118	$161,118	$322,236
Ventura	$179,261	$179,261	$358,521
Yolo	$190,946	$190,946	$381,891
Yuba	$198,234	$198,234	$396,467
City of Berkeley	$220,341	$220,341	$440,682
Total	**$11,878,500**	**$11,878,500**	**$23,757,000**

[4] DHCS reallocated the CHDP Program budget county allocation starting in FY 24-25 to the HCPCFC Administrative Budget and the California Children's Services (CCS) Monitoring and Oversight. Please refer to the CCS Monitoring and Oversight Allocation Letter for state's approved budget.

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Budget Workbook Instructions

1. Detailed instructions for completion and submission of the Health Care Program for Children in Foster Care (HCPCFC) budget can be found within this workbook, the yearly HCPCFC Allocation Letter, and the Plan & Fiscal Guidelines.
2. Within each sheet of this reporting workbook are cells shaded in yellow. These cells will accept data. Rows may be expanded as needed.
3. Within each sheet of this reporting workbook are cells shaded in grey. These cells will automatically pull data from previously entered information.
4. Budget Submission Instructions
   - Budgets should be submitted to the ISCD Budget Portal by the due date provided in the yearly HCPCFC Allocation Letter.
   - A budget submission must consist of two documents:
     I. Reporting Workbook in Excel Format
     II. Reporting Workbook in Electronically Signed PDF Format
5. Documents submitted to DHCS should be signed by Adobe Acrobat Pro DC Self-signed with Digital ID function or DocuSign. If access to either of these options is not available, please contact your DHCS HCPCFC Liaison at HCPCFC@dhcs.ca.gov.
6. Submissions need only include the information requested in the attached HCPCFC Budget Reporting Workbook. Programs should be prepared to provide ISCD with documentation to demonstrate compliance with program requirements upon request.
7. Programs that are unable to obtain all necessary signatures by Tuesday, November 5th, 2024 are asked to submit their budget in excel format by this date, and contact the program inbox to request an extension for the submission of the required signatures.
8. Questions regarding access to the ISCD Budget Portal and expenditure invoicing may be directed to: ISCDFiscal@dhcs.ca.gov. All other questions may be directed to: HCPCFC@dhcs.ca.gov.

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Agency Information		County/City:	Fiscal Year:
		Tehama	2025-26
Street Address:	1860 Walnut Street, Suite C	Health Officer Name:	Dr. Timothy Peters
City:	Red Bluff	HCPCFC Central Email	hcpcfc@tchsa.net
Zip Code:	96080	Address:	PO Box 400
Authorized HCPCFC Representative		Director of Social Services Agency	
Name, Title:	Jayme Bottke, Executive Di	Name:	Bekkie Emery
Phone:	530-527-8791 x3166	Phone:	530-528-4078
Email:	jayme.bottke@tchsa.net	Email:	bemery@tcdss.org
Clerk of the Board of Supervisors		Chief Probation Officer	
Name:	Sean Houghtby, Clerk and Recorder	Name:	Pamela Gonzalez
Phone:	530-527-3350	Phone:	530-527-4052
Email:	recorder@tehama.gov	Email:	pgonzalez@tcprobation.or

List All HCPCFC Program Staff

	Name:	Title:	Support Staff	PHN	Email:
1	Kelly Burton	Supervising Public Health Nurse	Yes	Yes	kelly.burton@tchsa.net
2	Dolly Hopper	Public Health Nurse II	No	Yes	dolly.hopper@tchsa.net
3	Vacant	Public Health Nurse I or II	No	Yes	N/A
4	Vacant	Office Assistant III (Billingual)	Yes	No	N/A
5	Marilyn Kunz	BOS	Yes	No	marilyn.kunz@tchsa.net
6	Amy Condie	Public Health Nurse III	Yes	Yes	amy.condie@tchsa.net
7					
8					
9					
10					

View additional rows by selecting the "+" to the left.

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Certification Statement	County/City:	Fiscal Year:
	Tehama	2025-26

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, including the HCPCFC Program Manual. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Jayme Bottke, Executive Director	Jayme Bottke	8-20-25
HCPCFC/County Authorized Representative	Signature	Date
Local Governing Body Chairperson Name,	Signature	Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Base Budget Worksheet										County/City Name: Tehama	Fiscal Year: 2025-26		
Column					1A	1B	1	2A	2	3A	3		
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total		
#	Name	Title	DSS	PHN									
1	Kelly Burton	Supervising Public Health	Yes	Yes	0%	$112,403	$0	0%	$0	100%	$0		
2	Dolly Hopper	Public Health Nurse II	No	Yes	22%	$53,385	$11,745	100%	$11,745	0%	$0		
3	Vacant	Public Health Nurse I or II	No	Yes	32%	$83,060	$26,579	100%	$26,579	0%	$0		
4	Vacant	Office Assistant III (Billingu	Yes	No	0%	$41,231	$0	0%	$0	100%	$0		
5	Marilyn Kunz	BOS	Yes	No	0%	$59,486	$0	0%	$0	100%	$0		
6	Amy Condie	Public Health Nurse III	Yes	Yes	0%	$111,448	$0	0%	$0	100%	$0		
7	0	0	0	0	0%	$0	$0	0%	$0	100%	$0		
8	0	0	0	0	0%	$0	$0	0%	$0	100%	$0		
9	0	0	0	0	0%	$0	$0	0%	$0	100%	$0		
10	0	0	0	0	0%	$0	$0	0%	$0	100%	$0		
View additional rows by selecting the "+" to the left.													
Total Net Salaries and Wages							$38,324		$38,324		$0		
Staff Benefits (Specify %)			61%				$23,378		$23,378		$0		
I. Total Personnel Expenses							$61,702		$61,702		$0		
II. Total Operating Expenses (List in Narrative)							$581		$0		$581		
III. Total Capital Expenses (List in Narrative)							$0				$0		
IV. Indirect Expenses (List in Narrative)													
1.	Internal (Specify %)		25%				$15,426				$15,426		
2.	External (Specify %)		0%				$0				$0		
IV. Total Indirect Expenses (List in Narrative)							$15,426				$15,426		
V. Total Other Expenses (List in Narrative)							$0				$0		
						Budget Grand Total	$77,709		$61,702		$16,007		

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Jayme Bottke, Executive Director — Jayme Bottke — 8-20-25

Authorized HCPCFC Signor Name, Title — Signature — Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Base Budget Narrative	County/City Name:	Fiscal Year:
	Tehama	2025-26

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses	
Salaries and benefits based on actual anticipated costs.	
II. Operating Expenses Identify and Explain All Operating Expense Line Items	
Travel-Mileage reimbursement and costs for attendance at foster care related trainings, and State and/or regional program meetings.	
III. Capital Expenses Identify and Explain All Capital Expense Line Items	
N/A	
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items	
Internal:	Costs charged by the Tehama County Health Services Agency for indirect administrative costs. Approved 25% of salaries and benefits.
External:	N/A
V. Other Expenses Identify and Explain All Other Expense Line Items	
N/A	

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Jayme Bottke, Executive Director	Jayme Bottke	8-20-25
Authorized HCPCFC Signor Name, Title	Signature	Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Worksheet										County/City Name: Tehama		Fiscal Year: 2025-26	
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Kelly Burton	Supervising Public Health Nurse	Yes	Yes	0%	$112,403	$0	0%	$0	100%	$0
2	Dolly Hopper	Public Health Nurse II	No	Yes	3%	$53,385	$1,602	100%	$1,602	0%	$0
3	Vacant	Public Health Nurse I or II	No	Yes	5%	$83,060	$4,153	100%	$4,153	0%	$0
4	Vacant	Office Assistant III (Billingual)	Yes	No	0%	$41,231	$0	0%	$0	100%	$0
5	Marilyn Kunz	BOS	Yes	No	0%	$59,486	$0	0%	$0	100%	$0
6	Amy Condie	Public Health Nurse III	Yes	Yes	0%	$111,448	$0	0%	$0	100%	$0
7	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
8	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
9	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
10	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							$5,755		$5,755		$0
Staff Benefits (Specify %)			57%				$3,280		$3,280		$0
I. Total Personnel Expenses							$9,035		$9,035		$0
II. Total Operating Expenses (List in Narrative)							$528		$0		$528
III. Total Capital Expenses (List in Narrative)							$0				$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		25%				$2,259				$2,259
2.	External (Specify %)		0%				$0				$0
IV. Total Indirect Expenses (List in Narrative)							$2,259				$2,259
V. Total Other Expenses (List in Narrative)							$0				$0
						Budget Grand Total	$11,822		$9,035		$2,787

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Jayme Bottke, Executive Director — Jayme Bottke — 8-20-25

Authorized HCPCFC Signor Name, Title | Signature | Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Psychotropic Medication Monitoring & Oversight Budget Narrative	County/City Name:	Fiscal Year:
	Tehama	2025-26

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses	
Salaries and benefits based on actual anticipated costs.	
II. Operating Expenses Identify and Explain All Operating Expense Line Items	
Travel-Mileage reimbursement and costs for attendance at foster care related trainings, and State and/or regional program meetings. Training-Costs for registration and CEU fees for foster care related trainings and regional meetings.	
III. Capital Expenses Identify and Explain All Capital Expense Line Items	
N/A	
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items	
Internal:	Costs charged by the Tehama County Health Services Agency for indirect administrative costs. Approved 25% of salaries and benefits.
External:	N/A
V. Other Expenses Identify and Explain All Other Expense Line Items	
N/A	

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Jayme Bottke, Executive Director	Jayme Bottke	6-20-25
Authorized HCPCFC Signor Name, Title	Signature	Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Caseload Relief Budget Worksheet								County/City Name: Tehama		Fiscal Year: 2025-26	
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Kelly Burton	Supervising Public Health Nurse	Yes	Yes	0%	$112,403	$0	0%	$0	100%	$0
2	Dolly Hopper	Public Health Nurse II	No	Yes	10%	$53,385	$5,339	99%	$5,285	1%	$53
3	Vacant	Public Health Nurse I or II	No	Yes	20%	$83,060	$16,612	99%	$16,446	1%	$166
4	Vacant	Office Assistant III (Billingual)	Yes	No	0%	$41,231	$0	0%	$0	100%	$0
5	Marilyn Kunz	BOS	Yes	No	0%	$59,486	$0	0%	$0	100%	$0
6	Amy Condie	Public Health Nurse III	Yes	Yes	0%	$111,448	$0	0%	$0	100%	$0
7	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
8	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
9	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
10	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
View additional rows by selecting the "+" to the left.											
Total PHN FTE %					30%			198%			
Total Direct Support Staff FTE %					0%			0%			
Total Net Salaries and Wages							$21,951		$21,731		$220
Staff Benefits (Specify %)			61%				$13,390		$13,256		$134
I. Total Personnel Expenses							$35,341		$34,987		$354
II. Total Operating Expenses (List in Narrative)							$944		$0		$944
III. Total Capital Expenses (List in Narrative)							$0				$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		25%				$8,835				$8,835
2.	External (Specify %)		0%				$0				$0
IV. Total Indirect Expenses (List in Narrative)							$8,835				$8,835
V. Total Other Expenses (List in Narrative)							$0				$0
						Budget Grand Total	$45,120		$34,987		$10,133

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

Jayme Bottke, Executive Director — Authorized HCPCFC Signor Name, Title

Jayme Bottke — Signature

8-20-25 — Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Caseload Relief Budget Narrative	County/City Name:	Fiscal Year:
	Tehama	2025-26

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses	
Salaries and benefits based on actual anticipated costs.	
II. Operating Expenses Identify and Explain All Operating Expense Line Items	
Travel-Mileage reimbursement and costs for attendance at foster care related trainings, and State and/or regional program meetings. Training-Costs for registration and CEU fees for foster care related trainings and regional meetings.	
III. Capital Expenses Identify and Explain All Capital Expense Line Items	
N/A	
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items	
Internal:	Costs charged by the Tehama County Health Services Agency for indirect administrative costs. Approved 25% of salaries and benefits.
External:	N/A
V. Other Expenses Identify and Explain All Other Expense Line Items	
N/A	

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Jayme Bottke, Executive Director	Jayme L Bottke	6-20-25
Authorized HCPCFC Signor Name, Title	Signature	Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

County-City Match Budget Worksheet								County/City Name: Tehama		Fiscal Year: 2025-26	
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Kelly Burton	Supervising Public Health Nurse	Yes	Yes	0%	$0	$0	0%	$0	100%	$0
2	Dolly Hopper	Public Health Nurse II	No	Yes	0%	$0	$0	0%	$0	100%	$0
3	Vacant	Public Health Nurse I or II	No	Yes	0%	$0	$0	0%	$0	100%	$0
4	Vacant	Office Assistant III (Billingual)	Yes	No	0%	$0	$0	0%	$0	100%	$0
5	Marilyn Kunz	BOS	Yes	No	0%	$0	$0	0%	$0	100%	$0
6	Amy Condie	Public Health Nurse III	Yes	Yes	0%	$0	$0	0%	$0	100%	$0
7	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
8	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
9	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
10	0	0	0	0	0%	$0	$0	0%	$0	100%	$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							$0		$0		$0
Staff Benefits (Specify %)			73%				$0		$0		$0
I. Total Personnel Expenses							$0		$0		$0
II. Total Operating Expenses (List in Narrative)							$0				$0
III. Total Capital Expenses (List in Narrative)							$0				$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		0%				$0				$0
2.	External (Specify %)		0%				$0				$0
IV. Total Indirect Expenses (List in Narrative)							$0				$0
V. Total Other Expenses (List in Narrative)							$0				$0
						Budget Grand Total	$0		$0		$0

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to Public Health Nurses and their Direct Support Staff. By signing below, I certify that the listed individual's Civil Service Classification, Duty Statement, and all budgeted activities adhere to HCPCFC program scope and meet the definition of Public Health Nurse, as defined by California Code of Regulations Section 1305, or Directly Supporting Staff, as defined by Code of Federal Regulations Section 432.2.

JAYME BOTTKE, EXECUTIVE DIRECTOR — Jayme A Bottke — 8-20-25

Authorized HCPCFC Signor Name, Title | Signature | Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Administrative Budget Narrative	County/City Name:	Fiscal Year:
	Tehama	2025-26

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses	
II. Operating Expenses Identify and Explain All Operating Expense Line Items	
III. Capital Expenses Identify and Explain All Capital Expense Line Items	
IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items	
Internal:	
External:	
V. Other Expenses Identify and Explain All Other Expense Line Items	

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Jayme Bottke, Executive Director	Jayme Bottke	8-20-25
Authorized HCPCFC Signor Name, Title	Signature	Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Administrative Budget Worksheet								County/City Name:		Fiscal Year:	
								Tehama		2025-26	
Column					1A	1B	1	2A	2	3A	3
I. Personnel Expenses					Total Base FTE %	Annual Salary	Total Budget	Enhanced FTE %	Enhanced Total	Non-Enhanced FTE %	Non-Enhanced Total
#	Name	Title	DSS	PHN							
1	Kelly Burton	Supervising Public Health Nurse	Yes	Yes	25%	$112,403	$28,101			25%	$28,101
2	Dolly Hopper	Public Health Nurse II	No	Yes	27%	$53,385	$14,414			27%	$14,414
3	Vacant	Public Health Nurse I or II	No	Yes	43%	$83,060	$35,716			43%	$35,716
4	Vacant	Office Assistant III (Billingual)	Yes	No	50%	$48,877	$24,439			50%	$24,439
5	Marilyn Kunz	BOS	Yes	No	25%	$59,486	$14,872			25%	$14,872
6	Amy Condie	Public Health Nurse III	Yes	Yes	3%	$111,488	$3,345			3%	$3,345
7	0	0	0	0	0%	$0	$0			0%	$0
8	0	0	0	0	0%	$0	$0			0%	$0
9	0	0	0	0	0%	$0	$0			0%	$0
10	0	0	0	0	0%	$0	$0			0%	$0
View additional rows by selecting the "+" to the left.											
Total Net Salaries and Wages							$120,885				$120,885
Staff Benefits (Specify %)			67%				$80,993				$80,993
I. Total Personnel Expenses							$201,878				$201,878
II. Total Operating Expenses (List in Narrative)							$31,736				$31,736
III. Total Capital Expenses (List in Narrative)							$0				$0
IV. Indirect Expenses (List in Narrative)											
1.	Internal (Specify %)		25%				$50,470				$50,470
2.	External (Specify %)		0%				$0				$0
IV. Total Indirect Expenses (List in Narrative)							$50,470				$50,470
V. Total Other Expenses (List in Narrative)							$131,953				$131,953
						Budget Grand Total	$416,037		$0		$416,037

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above. HCPCFC staffing is limited to a Public Health Nurse Supervisor, Public Health Assistant, Fiscal Support Staff, and Administrative Support Staff.

Jayme Bottke, Executive Director — Jayme A Bottke — 8-20-25

Authorized HCPCFC Signor Name, Title — Signature — Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Administrative Budget Narrative	County/City Name:	Fiscal Year:
	Tehama	2025-26

I. Personnel Expenses Identify and Explain Any Changes in Personnel/Personnel Expenses

Salaries and benefits based on actual anticipated costs.

II. Operating Expenses Identify and Explain All Operating Expense Line Items

Travel $3,000 - Includes travel for statewide/regional trainings and meetings and local travel to providers, schools, and county offices.
Training $10,000 - Includes registration costs and CEUs fees for trainings up to 6 staff members. Trainings may include mandated reporter, immunizaton requirements, psychotropic medications or other trainings related to the medical care of foster youth.
Communication $1,697.21 -Costs for long distance and cellular charges and a percentage of charges for local use, based on total FTEs in program.
Household $1,199.34-Janitorial, Disposal service and other household supplies based on actual charges and total FTEs.
Maintenance of Structure $216.21- Includes expenditures for maintaining the useful of buildings and improvements. Based on actual charges and total FTEs.
Rent/Lease of Structure $132.61-Includes rents and leases paid for the use of equipment. Actual costs are spread based on total HCPCFC FTEs.
Utilities $1,992.45-Charges for electricity and natural gas . Based on actual costs and total FTEs.
Maintenance of Equipment $677.78-Includes necessary repair and maintenance of equipment. Based on actual charges and total FTEs.
Office supplies $5,000 - Includes secretarial and office supplies, chairs, privacy screens for monitors, printing, stationary, envelopes, and copy charges. Based on actual charges and total of FTEs.
Rent/Lease equipment $1,665.99-Includes charges for copy machine, fax machine, postage meter and postage and is budgeted based on actual usage.
Professional $2,887.01-Costs associated with advertisement, fingerprints and the physical examination required for County employment of new staff. Includes annual computer maintenance and software support.
Insurance $3,267.17 - malpractice, general liability, and property insurance costs. These costs are not included in the

III. Capital Expenses Identify and Explain All Capital Expense Line Items

N/A

IV. Indirect Expenses Identify and Explain All Indirect Expense Line Items

Internal:	Costs charged by the Tehama County Health Services Agency for indirect administrative costs. Approved 25% of salaries and benefits.
External:	N/A

V. Other Expenses Identify and Explain All Other Expense Line Items

Special Departmental $55.88, Electronic Health Records 6 users $6,840, Educational Materials $16,000, Cost for storage of records $10,000, Access to Elsevier for nurses $3,000, Prevention Media Campaign $20,000, Computer Infrastructure $30,000, Medical records acquisition costs $10,000, health and wellness tools for foster children $20,000. Materials for outreach events associated with foster youth and families $16,057.

I certify that the Health Care Program for Children in Foster Care (HCPCFC) will comply with all applicable state and federal and state laws and regulations, including all federal laws and regulations governing recipients of federal funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. Section 1396 et seq.). I further certify that the HCPCFC will comply with all rules promulgated by DHCS pursuant to these authorities, and that all listed expenses adhere to program goals, scope, and activity requirements. I further agree that this HCPCFC may be subject to sanctions or other remedies if this HCPCFC violates any of the above.

Jayme Bottke, Executive Director	Jayme Bottke	8-20-25
Authorized HCPCFC Signor Name, Title	Signature	Date

DHCS

CALIFORNIA DEPARTMENT OF
HEALTH CARE SERVICES

Health Care Program for Children in Foster Care

Budget Summary							County/City:						Fiscal Year:		
							Tehama						2025-26		
Funding Source:	Base			PMM&O			Caseload Relief			County/City-Federal			Administrative		
A	B	C	D	B	C	D	B	C	D	B	C	D	B	C	D
Category/Line Item	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced	Total Budget	Enhanced	Non-Enhanced
I. Total Personnel Expenses	$61,702	$61,702	$0	$9,035	$9,035	$0	$35,341	$34,987	$354	$0	$0	$0	$201,878		$201,878
II. Total Operating Expenses	$581	$0	$581	$528	$0	$528	$944	$0	$944	$0	$0	$0	$31,736		$31,736
III. Total Capital Expenses	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0
IV. Total Indirect Expenses	$15,426		$15,426	$2,259		$2,259	$8,835		$8,835	$0		$0	$50,470		$50,470
V. Total Other Expenses	$0		$0	$0		$0	$0		$0	$0		$0	$131,953		$131,953
Budget Grand Total	$77,709	$61,702	$16,007	$11,822	$9,035	$2,787	$45,120	$34,987	$10,133	$0	$0	$0	$416,037		$416,037
E	F	G	H	F	G	H	F	G	H	F	G	H	F	G	H
Source of Funds:	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced	Total Funds	Enhanced	Non-Enhanced
State/County Funds	$23,429	$15,426	$8,004	$3,652	$2,259	$1,394	$13,813	$8,747	$5,067	$0	$0	$0	$208,019		$208,019
Federal Funds (Title XIX)	$54,280	$46,277	$8,004	$8,170	$6,776	$1,394	$31,307	$26,240	$5,067	$0	$0	$0	$208,019		$208,019
Budget Grand Total	$77,709	$61,702	$16,007	$11,822	$9,035	$2,787	$45,120	$34,987	$10,133	$0	$0	$0	$416,037		$416,037

Jayme Bottke, Executive Director — Jayme Bottke 8-20-25

Authorized HCPCFC Signor Name, Title — Signature — Date

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: Department of Health Care Services

Contract Description: For the purpose of HCPCFC program funding grant

APPROVED AS TO FORM:

Date: 08/19/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1548 **Agenda Date:** 9/9/2025 **Agenda #:** 8.

HEALTH SERVICES AGENCY

Requested Action(s)
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

Financial Impact:
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:
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.

If this item is not approved, TCHSA would not have the necessary resources to coordinate this public health program for our community.

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		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

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.

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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.

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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.

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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

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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.

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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.

Exhibit A, Attachment I
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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.

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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.

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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.

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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

(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].

Exhibit E
Additional Provisions

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.

Exhibit E
Additional Provisions

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.

Exhibit E
Additional Provisions

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.

Exhibit E
Additional Provisions

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.

Exhibit E
Additional Provisions

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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Additional Provisions

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

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.

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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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

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Information Privacy and Security Requirements
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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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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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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.

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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]

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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.

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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."

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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)

E-Contract Review
Approval as to Form

Department Name: Health Services Agency

Vendor Name: California Department of Public Health

Contract Description: For the purpose of funding agreement for WIC program

APPROVED AS TO FORM:

Date: 08/14/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1551 **Agenda Date:** 9/9/2025 **Agenda #:** 9.

COMMUNITY ACTION AGENCY / MEALS ON WHEELS / PROBATION

Requested Action(s)
a) AGREEMENT - Request approval and authorization for the Social Services Director as ex officio-Executive Director of the Tehama County Community Action Agency and the Tehama County Chief Probation Officer to sign the interagency memorandum of understanding for the provision of providing meals for the Meals on Wheels program with a maximum compensation not to exceed $260,523, effective 7/1/25 through 6/30/26

Financial Impact:
This contract is funded with Federal Title III and State grant funds, an annual County General Fund contribution, donations, fundraisers, and contributions from Community Action Agency. It is planned in the Meals on Wheels budget unit 5063.

Background Information:
This is a renewal. The Probation Department has been providing this service since about 2017. Tehama County's Meals on Wheels (MOW) program provides meals to seniors through its congregate and home-delivered meal services. The Probation Department will continue to prepare, cook and package the meals at the Juvenile Detention Facility for MOW delivery to the congregate sites in Red Bluff, Los Molinos, and Corning and for delivery to homebound seniors. The Probation Department will manage food supply and maintain their facility to meet nutritional and regulatory guidelines, and MOW staff will deliver the food and maintain correspondence with the public, seniors in the program, and congregate sites.

INTERAGENCY MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TEHAMA COUNTY COMMUNITY ACTION AGENCY
AND TEHAMA COUNTY PROBATION DEPARTMENT

This Interagency Memorandum of Understanding is entered into between the Tehama County Community Action Agency, hereafter referred to as "CAA" and Tehama County Probation Department, hereafter referred to as "Probation", for the purpose of providing meals for the Meals on Wheels program.

1. **RESPONSIBILITIES OF PROBATION**

During the term of this agreement, Probation shall provide services in accordance with the Scope of Work, Exhibit B, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF CAA**

CAA shall compensate Probation for said services pursuant to Section 3 and 4 of this agreement and provide services in accordance with the Scope of Work, Exhibit B.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by CAA, Probation shall invoice CAA at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit C. The Maximum Compensation payable under Agreement shall not exceed $260,523. Probation may, with CAA approval, reallocate funds among each of the major cost categories listed in Exhibit "C", to a maximum of 15% of each part, not to exceed the Maximum Compensation amount set forth above. Probation shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Probation shall have no claim against CAA for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Probation after the expiration or other termination of this Agreement. Probation shall not

be paid any amount in excess of the Maximum Compensation amount set forth above, and Probation agrees that CAA has no obligation, whatsoever, to compensate or reimburse Probation for any expenses, direct or indirect costs, expenditures, or charges of any nature by Probation that exceed the Maximum Compensation amount set forth above. Should Probation receive any such payment it shall immediately notify CAA and shall immediately repay all such funds to CAA. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

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

5. **TIMELY SUBMISSION**

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

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If Probation fails to perform his/her duties to the satisfaction of the CAA, or if Probation fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Probation violates any of the terms or provisions of this agreement, then the CAA shall have the right to terminate this agreement effective immediately upon the CAA giving written notice thereof to the Probation. Either party may terminate this agreement on 30 days' written notice. CAA shall pay Probation for all work satisfactorily completed as of the date of notice. CAA 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 CAA's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Probation 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. Probation specifically acknowledges that in entering into and executing this agreement, Probation relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

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

10. **INSURANCE**

CAA acknowledges that Probation participates in the County of Tehama's program of self-insurance established by the Tehama County Board of Supervisors. CAA further

acknowledges that Probation is required to contribute a portion of the funds necessary to operate this program.

11. **NON-DISCRIMINATION**

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

12. **GREEN PROCUREMENT POLICY**

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.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

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

14. **LAW AND VENUE**

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

15. **AUTHORITY**

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

16. **NOTICES**

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

NOTICES TO CAA:	**NOTICES TO PROBATION:**
Bekkie F. Emery, ex officio Executive Director Tehama County Community Action Agency P. O. Box 8263 Red Bluff, CA 96080 Fax: 530-527-5410	Pamela Gonzalez, Chief Probation Officer, Tehama County Probation Department PO Box 99 Red Bluff, CA 96080 Fax: 530-527-2717
INVOICES SUBMITTED TO CAA:	**PERSON RESPONSIBLE FOR INVOICING:**
Community Action Agency P.O. Box 1515 Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410 OR emailed to caurand@tcdss.org	Oscar Morales, Program Analyst Tehama County Probation Department PO Box 99 Red Bluff, CA 96080 Phone: 530-527-4052 ext. 3028 omorales@tcprobation.org

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

17. **RESOLUTION OF AMBIGUITIES**

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

18. **NO THIRD PARTY BENEFICIARIES**

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

19. **NON-EXCLUSIVE AGREEMENT**

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

21. **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.

22. **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

23. **EXHIBITS**

Probation 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.

24. **STANDARDS OF THE PROFESSION**

Probation 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 Probation has been properly licensed to practice.

25. **LICENSING OR ACCREDITATION**

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

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by Probation during the term of this agreement for any purpose related to the agreement shall become the property of the CAA. Probation shall deliver, upon full payment by the CAA for services rendered hereunder, all such materials to CAA.

27. **DOCUMENTS AND RETENTION**

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

2. "Probation shall provide CAA all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Probation pursuant to this agreement, should this agreement be terminated."
3. Probation shall develop and maintain records concerning the services provided pursuant to this agreement. Probation shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. Probation shall fully cooperate with the CAA in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

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

29. **CONFLICT OF INTEREST**

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

30. **CONFIDENTIALITY**

The intent of this agreement is for Probation to provide meals for the Meals on Wheels program. However, should specific information regarding the CAA's clients become known to Probation, the following confidentiality rules shall apply:

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

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

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

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

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

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

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

31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the CAA or the Probation, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

32. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

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

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

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

33. MISCELLANEOUS PROVISIONS

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

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

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

34. **DUPLICATION OF SERVICES AND REFERRALS**

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

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

IN WITNESS WHEREOF, CAA and Probation have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

TEHAMA COUNTY COMMUNITY ACTION AGENCY

Executed at Red Bluff, California, 8/26/2025 by Bekkie F Emery
Date
Bekkie F. Emery, ex officio Executive Director

TEHAMA COUNTY PROBATION DEPARTMENT

Executed at Red Bluff, California, 8/19/25, by
Date
Pamela Gonzalez, Chief Probation Officer

102826
Vendor Number

5063-53230
Budget Account Number

93.053, 90.045
Federal Funding CFDA #

EXHIBIT A

NONDISCRIMINATION CLAUSE

The Probation agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the Probation agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CCAA and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CCAA shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the Probation directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT B

Meals on Wheels

Tehama County Probation Department

The Tehama County Meals on Wheels program provides meals to seniors through its congregate and home-delivered meal service in partnership with the Tehama County Probation Department. The Probation Department will prepare and package meals at the Juvenile Detention Facility for delivery to the Meals on Wheels congregate sites in Red Bluff and Corning and for delivery to homebound seniors. The Probation Department will manage food supply and maintain their facility to meet nutritional and regulatory guidelines while adhering to budgetary constraints.

PURPOSE

Prepare the lunch meal for the Meals on Wheels program in accordance with the current Office of Disease Prevention and Health Promotion (ADPHP) Dietary Guidelines for Americans (https://health.gov/dietaryguidelines/2015/guidelines/).

POPULATION TO BE SERVED

Senior Citizens, 60 or older, requiring assistance getting a nutritious meal.

CONTRACTOR AGREES TO

1. Ensure at least one staff member has successfully completed the Food Protection Manager Certification Examination in accordance with the California Health and Safety Code, Part 7, §113947.1 and §113947.3.

    a. Evidence of current certification is to be submitted to the Community Action Agency (CAA) Supervisor at the beginning of the fiscal year.

2. Maintain appropriate staffing to support the Meals on Wheels program including, but not limited to, ordering food; preparing the lunch meal; safely packaging food for home or congregate site delivery; delivering food to Red Bluff congregate site; serving meals; and providing clean-up services.

    a. Meals shall be provided Monday through Friday, excluding holidays and other days closed by mutual agreement of Probation and CAA.

3. All paid and volunteer food service staff shall participate in in-service training at least once per quarter.

    a. Materials for the training will be provided by the CSA II, and the training is to be provided by the Probation Nutritional Programs Supervisor.

b. During the year, at least two trainings shall address the prevention of food-borne illness.

c. Documentation of trainings and training attendees shall be provided to the CAA Supervisor by quarter end.

4. Maintain food preparation and food packaging facilities to meet all California Retail Food Code regulatory guidelines for food handling and sanitation practices (California Health and Safety Code, Part 7, §113700 - §114437).

5. Permit monitoring of food facilities to be conducted by each of the inspection entities identified below and within the guidelines outlined below:

   a. Tehama County

      i. Semi-annual Environmental Health inspections by the Tehama County Department of Environmental Health. These inspection visits will be unannounced.

   b. Area Agency on Aging

      i. Annual comprehensive site assessment by the Area Agency on Aging Project Director.

      ii. Regular site monitoring, no less than once per calendar quarter, by the Project's Registered Dietician (RD) or Project Director.

      iii. No less than once per year of every home delivery route by the Project's RD or Project Director.

      iv. CAA Supervisor shall inform Probation of inspection visits at least five (5) business days in advance of the inspection.

   c. Ensure presence and participation during each Probation kitchen inspection.

   d. Notify the CAA Supervisor that a site inspection has occurred within five (5) business days of the inspection appointment.

      i. Provide copies of all County inspection reports to the CAA Supervisor, upon receipt.

      ii. Provide copies of inspection forms completed by the RD to the CAA Supervisor within five (5) business days of the kitchen inspection.

6. Plan menus a minimum of four (4) weeks in advance and follow approval process, including:

a. Submittal by email of menus and component sheets to the RD for approval;

b. Submittal of final RD-approved menus, component sheets, and the RD cover sheet with comments to the CAA Community Services Aide at least fifteen (15) days in advance of menu month.

7. Cook congregate and home delivered meals according to the calculated meal count each day.

   a. Probation and CAA shall monitor the Meals on Wheels program phone line for congregate meal reservations and/or cancellations and cancellations of home delivered meals.

   b. CAA shall notify the Probation Department Dietary Cook of any additional changes to the meal count each day.

   c. Probation Department Dietary Cook shall notify the CAA Transporters of any changes to home deliveries.

8. Package congregate meals for delivery to congregate sites and package home delivered meals in sealed containers, ensuring all food is maintained at correct/safe temperature (utilizing hot rocks and/or ice packs) until delivery is complete.

   a. CAA Transporters may assist with the packaging of meals as time permits, ensuring that transporters work no more than four (4) hours per day.

9. Deliver the congregate meals to the Red Bluff congregate site, serve, clean up and return all equipment to the Juvenile Detention Facility (JDF) kitchen when done.

   a. For transport of food/meals in CAA vehicle, Probation shall:

      I. Complete a brief vehicle safety check of the vehicle before each use. If damage is noted, inform the Program Manager as soon as possible

      II. Complete the Daily Mileage Log (Exhibit E) for each use.

      III. Regularly maintain a clean interior by daily removal of all trash and other materials not in use to ensure sanitary transport and delivery of food items. Vehicle should be clean and orderly and should have trash removed daily and deep interior cleaning should be done once per week. The vehicle should also be cleaned on the outside at least once per month, or as needed. The vehicle can be cleaned at the main street car wash, using the prepaid card shared with the transporters.

IV. Make vehicles available to CAA whenever regularly scheduled maintenance is needed.

V. Notify CAA Supervisor of any mechanical issues that arise during use of the van so CAA can schedule proper diagnostics and any necessary repairs.

VI. When the CAA van is not available for use, contact the CAA Supervisor to arrange for alternate transportation to fulfill the responsibilities listed in this Scope of Work.

VII. Ensure monthly routine maintenance performed on vehicle by checking the oil and fluid levels, and changing the said fluids according to the standard maintenance schedule. Complete the monthly oil/fluid maintenance sheet for the vehicle assigned provided monthly by the CSAII.

10. Comply with the following reporting requirements:

    a. Probation shall collect daily the "cook count/cook order" to be provided weekly to the CAA Community Services Aide.

    b. Probation shall record daily the "temp logs" to be provided weekly to the CAA Community Services Aide.

    c. Probation shall complete congregate meals served and volunteer logs, and submit to the CAA Community Services Aide.

    d. Probation shall report all kitchen property borrowed from the CAA Meals on Wheels program by June 1st of each year to the CAA Community Services Aide, in accordance with the following requirements:

        i. Borrowed items that are lost or stolen shall be replaced by Probation.

        ii. Borrowed items that are broken or damaged during use shall be repaired or replaced only by agreement of the CAA Supervisor.

        iii. Prior to disposal/destruction of any Meals on Wheels' property, that is valued at $500 and above, Probation shall provide the CAA Supervisor with a written request.

11. Submit monthly invoice by the fifth calendar day of each month, for the prior month's paid expenses.

a. Probation shall invoice for actual meals cooked which is based on the daily cook count. The daily cook count is increased or reduced by daily phone calls received prior to 8:00 am.

b. For each invoice submitted, Probation shall maintain the following back up documentation for a period of 5 years and make that available to TCDSS upon request:

i. Copies of Probation's timesheets for all Probation employees working in the Meals on Wheels program. Timesheets must capture daily time splits, showing the breakdown of time spent in the Meals on Wheels program versus all other Probation tasks, for each working day of the invoice month.

12. Comply with the following contract monitoring requirements:

a. Meet with County quarterly to discuss the progress of this agreement and make any necessary adjustments in order to meet the desired outcomes.

COUNTY AGREES TO

1. Provide CAA Transporters to:

a. Pick up packaged home delivery meals from the JDF kitchen and return property to the JDF kitchen daily.

b. Deliver congregate meals to the Corning site and return all kitchen property to JDF kitchen.

2. Notify Probation Nutritional Programs Supervisor of any Area Agency on Aging site inspection visits at least five (5) business days in advance of the inspection date, including:

a. Annual comprehensive site assessment by the Area Agency on Aging Project Director.

b. Regular site monitoring, no less than once per calendar quarter, by the Project's RD or Project Director.

c. No less than once per year of every home delivery route by the Project's RD or Project Director.

3. Maintain waitlist of potential home delivery clients to ensure maximum program capacities are reached.

4. Provide quarterly nutrition education opportunities to clients.

5. Provide quarterly in-service training materials to the Probation Nutritional Programs Supervisor.

6. CAA shall manage the following:

    a. Track and prepare a report with the number of meals prepared versus the number of meals served/delivered, based on daily counts provided by Probation, as described in Number 8 of Probation Responsibilities.

    b. Conduct annual congregate and home delivery client Functional and Nutritional Assessments and update client information in the Get Care database for:

        i. New and existing congregate and home delivery clients.

        ii. Monthly reporting to Area Agency on Aging.

    c. Conduct annual client satisfaction surveys, compile results, and provide to the Area Agency on Aging.

    d. Post/publish all approved menus on CAA's public website ten (10) days in advance of menu month.

    e. Track volunteer hours and complete monthly and quarterly reports, as required for County reporting.

    f. Collect, record, track, and report donations received.

7. Comply with the following contract monitoring requirements:

    a. Provide ongoing monitoring including at least one on-site visit over the term of this agreement.

    b. Provide technical assistance as needed to Contractor.

EXHIBIT C

EXHIBIT C

BUDGET	If needed for more space, insert or delete rows, or attach another page(s).	Budget Start Date:	July 1, 2025
		Budget End Date:	June 30, 2026
CONTRACTOR NAME AND ADDRESS	PURPOSE/TITLE OF CONTRACT:	Senior Nutrition Program Meal Prep	
Tehama County Juvenile Detention Facility	PROGRAM CONTACT	FISCAL CONTACT	
1840 Walnut Street	Name: Octavio Madrigal-Tor	Name: Oscar Morales	
Red Bluff, CA 96080	Telephone: 527-4052 x3075	Telephone: 527-4052 x3028	
	Email: omadrigal@tcprobation.	Email: omorales@tcprobation.org	

BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.			TOTAL CONTRACT BUDGET
DIRECT SALARIES	Annual Salary	FTE (% of time)	
Nutritional Program Supervisor (64E)	$ 61,298	20%	$ 12,260
Dietary Cook (49A)	$ 45,594	100%	$ 45,594
DIRECT BENEFITS/FRINGE			
Nutritional Program Supervisor (64E)	$ 34,040	20%	$ 6,808
Dietary Cook (49A)	$ 31,280	100%	$ 31,280
DIRECT SALARIES & BENEFITS TOTAL			**$ 95,941**
DIRECT COSTS	Quantity	Cost	
Food	36805	$ 4.25	$ 156,421
Supplies (food packaging, paper products, cleaning, etc.)	12	$ 680.00	$ 8,160
Equipment		$ -	$ -
DIRECT COSTS TOTAL			**$ 164,581**
INDIRECT SALARIES	Annual Salary	FTE (% of time)	
INDIRECT BENEFITS/FRINGE			
INDIRECT SALARIES & BENEFITS TOTAL			**$ -**
INDIRECT COSTS	Quantity	Cost	
INDIRECT COSTS TOTAL			**$ -**
TOTAL BUDGET			**$ 260,523**
Is contractor for-profit?	No	Yes, enter amount of profit:	$ -

EXHIBIT D

INVOICE	Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).	
CONTRACTOR NAME AND ADDRESS 0 0 0	INVOICE #: CONTRACT #:	FOR MONTH(S)/YEAR: PURPOSE/TITLE OF CONTRACT 0

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

EXHIBIT E

Car # _____ **MILEAGE LOG** Month _____

Date	Business Purpose / Destination	Odometer Reading		Business Miles	Employee Name
		Begin	End		

E-Contract Review
Approval as to Form

Department Name: Community Action Agency

Vendor Name: Tehama County Chief Probation Officer

Contract Description: For the purpose of MOU for Meals on Wheels program

APPROVED AS TO FORM:

Date: 08/14/2025

Office of the Tehama County Counsel
Margaret Long, County Counsel

Tehama County

Agenda Request Form

File #: 25-1550 **Agenda Date:** 9/9/2025 **Agenda #:** 10.

AIR POLLUTION CONTROL DISTRICT - Air Pollution Control Officer Joseph Tona

Requested Action(s)
a) INFORMATIONAL PRESENTATION - Presentation regarding the Sites reservoir project

b) Discussion and direction to staff regarding the inter-district agreement

Financial Impact:
No financial Impact at this time

Background Information:
The primary purpose of the Sites Authority is to pursue the development and construction of the Sites Reservoir Project, long viewed as a critical component of California's water supply strategy. The Project will provide new off-stream storage, delivering direct and measurable benefits to instream flows, the Delta ecosystem, and statewide water reliability. To move the project forward, the Authority is engaging the public, stakeholders, state and federal agencies, and landowners as it transitions from planning to construction. The Authority is governed by a Board of Directors that collaborates with stakeholders across California.

The Sites Project includes construction and operational activities within the Tehama, Glenn, Colusa, and Yolo-Solano Air Districts. On November 17, 2023, the Sites Authority certified the Final EIR, adopted CEQA Findings and a Statement of Overriding Considerations, approved the Mitigation Monitoring and Reporting Program, and formally adopted the Project through Board Resolution 2023-02.

Air Quality and Mitigation Commitments
Two of the air districts where most construction and operational activity will occur have not developed quantitative CEQA emissions thresholds. In the absence of local thresholds, the Sites Authority applied Tehama County APCD's thresholds for its CEQA analysis. The Final EIR/EIS concluded that construction of the Project would exceed applicable thresholds, resulting in significant air quality impacts from emissions of nitrogen oxides (NOx) and particulate matter (PM10) within certain Air District boundaries.

To address these impacts, the Sites Authority committed in the Final EIR/EIS to enter into a Memorandum of Understanding (MOU) with the affected Air Districts to reduce NOx and PM10 impacts through an off-site mitigation program.

Next Steps and District Coordination
The draft MOU provides that the four districts will enter into an inter-district agreement to distribute mitigation and administrative funds. Glenn County APCD has requested a meeting with APCOs and a

Board representative to discuss the details of this agreement.

MEMORANDUM OF UNDERSTANDING BETWEEN THE SITES RESERVOIR JOINT POWERS AUTHORITY AND COLUSA COUNTY AIR POLLUTION CONTROL DISTRICT, GLENN COUNTY AIR POLLUTION CONTROL DISTRICT, TEHAMA COUNTY AIR POLLUTION CONTROL DISTRICT, AND YOLO SOLANO AIR QUALITY MANAGEMENT DISTRICT RELATED TO THE SITES RESERVOIR PROJECT

This Memorandum of Understanding (MOU) is entered into by the Sites Reservoir Joint Powers Authority (Sites Authority) and the Colusa County Air Pollution Control District, Glenn County Air Pollution Control District, Tehama County Air Pollution Control District, and Yolo Solano Air Quality Management District (Air Districts) for the purposes of mitigating air quality impacts generated by the Sites Reservoir Project (Sites Project). The Sites Authority and Air Districts are collectively referred to herein as the "Parties" with each being a "Party".

RECITALS

A. WHEREAS, the Air Districts are air pollution control districts formed by their respective counties, which include Colusa, Glenn, the northeastern portion of Solano, Tehama, and Yolo; and

B. WHEREAS, the Air Districts are responsible for developing and implementing air quality control measures within district boundaries as depicted in Exhibit 1 attached hereto and incorporated herein, including air quality control measures for stationary sources, transportation sources, and indirect sources; and

C. WHEREAS, despite the best efforts of the Air Districts, some of their respective districts remain impaired and are not in attainment of National and California ambient air quality standards for criteria pollutants, including ozone and particulate matter; and

D. WHEREAS, emission of certain criteria pollutants from construction of the Sites Authority's planned Sites Project within Air District boundaries would exacerbate the non-attainment status and could threaten their attainment/maintenance status of other criteria pollutants; and

E. WHEREAS, the Sacramento Valley Air Basin (SVAB) includes all or parts of Butte, Colusa, Glenn, Placer, Sacramento, Shasta, Solano, Sutter, Tehama, Yolo, and Yuba counties in California. The SVAB is often subject to temperature inversions that, coupled with topographic barriers and hot summer temperatures,

create potential for air pollution problems; and

F. WHEREAS, the Sites Authority, is planning to construct and operate the Sites Project, a new off-stream water storage reservoir in the western Sacramento Valley near the community of Maxwell, California, associated facilities such as dams, dikes, smaller regulating reservoirs, and ancillary facilities such as recreation areas, new paved roads, and administration buildings as depicted in Exhibits 2 and 3; and

G. WHEREAS, The Sites Project includes components/facilities that will be constructed and operated within the Air District boundaries; and

H. WHEREAS, to comply with the California Environmental Quality Act (CEQA) and its implementing Guidelines, the Sites Authority released a Final Environmental Impact Report/Environmental Impact Statement (Final EIR/EIS) for the Sites Project on November 2, 2023. The Sites Authority certified the Final EIR/EIS and adopted CEQA Findings, a Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program, and adopted the Sites Project with Board Resolution 2023-02 at its November 17, 2023 meeting; and

I. WHEREAS, the Sites Authority found in the Final EIR/EIS and Resolution 2023-02 that construction of the Sites Project, even with best management practices (BMP) and mitigation measures (MM) to reduce emissions, would exceed the applicable air quality thresholds and cause significant air quality impacts within certain Air District boundaries from emissions of nitrogen oxides (NOX) and particulate matter of 10 microns or less in diameter (PM10); and

J. WHEREAS, the Final EIR/EIS and Resolution 2023-02 committed the Sites Authority to entering into an MOU with the Air Districts via MM AQ-1.2 (Exhibit 4) to reduce impacts of NOX and PM10 emissions through offsite mitigation programs administrated by the Air Districts, and the Parties intend for this MOU to fully satisfy the Sites Authority's obligation to implement MM AQ-1.2; and

K. WHEREAS, the Air Districts have developed offsite emissions mitigation programs around several core principles, including cost-effectiveness, integrity, effective program administration, customer service, the efficient use of Air Districts' resources, fiscal transparency and public accountability; and

L. WHEREAS, the Air Districts' offsite mitigation programs will be regularly audited through Air District standard review processes; and

M. WHEREAS, the Air Districts have determined that with funding from the Sites Authority under this MOU, the Air Districts can source and secure offsite programs to mitigate the NOX and PM10 emissions that are expected to result from construction of the Sites Project.

N. WHEREAS, the Air Districts shall execute a separate written agreement among themselves regarding the collection, administration, and distribution of funds provided by the Sites Authority under this MOU.

AGREEMENT

The Sites Authority and the Air Districts agree to the following:

1. Offset of Construction Emissions of Criteria Pollutants

    a. The Sites Authority shall offset Sites Project related construction emissions of NOX and PM10 that are in exceedance of the applicable thresholds, to the extent feasible, by paying an offset fee to the Air Districts for the construction actions within Air District boundaries as follows:

        i. The Sites Authority will pay a non-refundable deposit of no less than 10% of the estimated fee amount for each year[1] of Sites Project construction, by November of the preceding year for the forthcoming year's construction activities. The estimated fee amount for the purposes of determining the deposit will be informed by the construction emissions modeling presented in the Final EIR/EIS and included in Exhibit 5. The Sites Authority may choose to conduct modeling prior to the beginning of the forthcoming year's construction activities to refine the Final EIR/EIS estimates and inform the non-refundable deposit amount. If such additional modeling is conducted by the Sites Authority, the Sites Authority shall submit a report summarizing the modeling and model results with the non-refundable deposit.

        ii. Offset fee rates for all payments by the Sites Authority are as follows:

            1. The offset fee rate per ton of NOX will be $34,000
            2. The offset fee rate per ton of PM10 will be $34,000

        iii. In addition to the offset fee identified in Paragraph 1.a.i. above, the Sites Authority shall also pay an Administrative Fee of 7.25% of the total offset fees paid by the Sites Authority. The Administrative Fee shall be paid annually by November beginning in the year preceding the start of construction. The annual payment of the Administrative Fee shall be determined by: (1) calculating the total offset fee expected to be paid over the term of this MOU based on the construction emissions modeling presented in the Final EIR/EIS and included in Exhibit 5; (2) applying the 7.25% total Administrative Fee

[1] For purposes of this MOU, the reference to the timeframe "year" is defined as a calendar year and shall mean the period commencing on January 1 and ending on December 31 of the same year.

to this amount for an estimated total Administrative Fee over the term of this MOU; and (3) averaging this estimated total Administrative Fee for an annual payment with the first payment made in the year preceding the start of construction. An example of the annual estimated Administrative Fee payment calculation is provided below.

Total Estimated Offset Fees Expected to be Paid Over the Term of the MOU Based on the Construction Emissions Modeling in the Final EIR/EIS (Item 1)	$63,800,000
Estimated Total Administrative Fee (7.25% of Item 1)	$4,600,000
Administrative Fee Timeframe (Estimated 6 years of construction with first payment the year prior to construction and last payment 2 years after construction completion)	9 years
Annual Administrative Fee Payment	$511,111

Administrative Fees are non-refundable. If actual emissions exceed 20% of the construction emissions modeling presented in the Final EIR/EIS and included in Exhibit 5, the Parties agree to meet and confer in good faith to consider adjustments to the Administrative Fee.

iv. The Parties to this MOU will collaboratively develop and agree upon a protocol to quantify the Sites Project's actual construction emissions. The protocol may be amended from time to time in collaboration with and by agreement of the Parties to this MOU.

v. The Sites Project's actual construction emissions will be quantified on an annual basis using the agreed-upon quantification protocols in Paragraph 1.a.iv. By March 15 of the year following each construction year, the Sites Authority will submit a report to the Air Districts identifying the construction emissions for the preceding year of construction. The reports will identify at least the following: the methodology for determining actual construction emissions; actual construction emissions by Air District; and, if applicable, actual emissions that exceeded the thresholds of significance along with the offset payment amount for these exceedances based on the offset fee amount in 1.a.ii, above.

vi. If the Sites Project's actual construction emissions of NOX and PM10 that are in exceedance of the applicable thresholds during a year of construction exceed the construction emissions estimate that formed the initial deposit provided by the Sites Authority in Paragraph 1.a.i,

the Sites Authority will pay an additional fee in an amount equal to the difference in emissions multiplied by the offset fees in Paragraph 1.a.ii by April 30 of the year following each construction year.

vii. If the Sites Project's actual construction emissions during a year of construction do not exceed the thresholds of significance identified in the Final EIR/EIS or do not exceed the construction emissions estimate that formed the initial deposit provided by the Sites Authority in Paragraph 1.a.i, any deposit(s) paid, or remaining deposit paid, will be carried forward to the next year.

viii. If the Air Districts disagree with the Sites Authority's actual construction emissions provided in the Sites Authority's annual report, the Air Districts or respective Air District shall notify the Sites Authority within 90 days of receipt of the annual report. The Parties shall meet and confer in good faith to discuss the disagreement and how to improve the Sites Project's actual construction emissions. The Parties shall work together to identify and agree upon a resolution. If agreement is reached, then the Parties shall implement the agreement. If agreement is not reached, then the Parties shall proceed through the Dispute Resolution process as specified in Paragraph 7 of this MOU.

ix. As described in Paragraphs I and J, the Sites Authority has committed in its Board Resolution 2023-02 to implementing best management practices and mitigation measures to reduce the Sites Project's air quality impacts, including entering into this MOU. Although not anticipated at this time, in the event that offsetting emissions as a mitigation strategy becomes cumulatively cost-prohibitive (i.e., actual construction emissions are substantially greater than estimate in the Final EIR/EIS), the Sites Authority will notify the Air Districts as soon as practical. The Sites Authority and the Air Districts will collaboratively explore innovative solutions for cost-effective mitigation strategies. The Parties shall meet and confer in good faith to discuss and either Party may elect to terminate the Agreement pursuant to the procedures in Paragraph 5.c. Upon termination for the purposes in this paragraph, the Authority is not entitled to a refund of any previously paid offset payment.

x. The Parties recognize that the Sites Reservoir Project is currently in the design phase. Changes to the Project may occur as the Project design and construction means and methods are finalized. The Authority will notify the Air Districts as soon as reasonably practical in the event of a substantial design change or substantial change in construction means and methods, as compared to the Project as analyzed in the Final EIR/EIS, that may result in a substantial

increase in the Project's construction NOX or PM10 emissions or in emissions of new criteria pollutants that may exceed thresholds. In the event of notification by the Sites Authority under this Paragraph, the Parties agree to meet and confer in good faith to consider adjustments to this MOU.

xi. The Air Districts shall provide the Authority the executed separate written agreement among themselves regarding the collection, administration, and distribution of funds provided by the Sites Authority under this MOU (see Whereas Clause N). The Authority is not obligated to make any payments until such separate written agreement with the Air District has been fully executed and received by the Authority.

b. Using the funding provided by the Sites Authority, the Air Districts shall use diligent efforts to identify emission reduction projects through their then-existing offsite emissions mitigation programs to fund projects that reduce NOX and PM10 emissions.

i. For those funds provided under this MOU, the Air Districts shall implement emissions reduction projects in geographies closest to the Sites Project first and go to larger geographies (i.e., other Air Districts in the Sacramento Valley Air Basin) if adequate emission reduction projects cannot be found in closer geographies. All emission reduction projects must occur within the Sacramento Valley Air Basin.

ii. By March 15 of each year, the Air Districts will provide the Sites Authority with a list of emission reduction projects implemented in the prior calendar year by funds provided by the Sites Authority.

iii. For the purposes of this MOU, emission reductions projects are reductions that are not otherwise required by existing laws and regulations and would not have otherwise been achieved without direct financial support of the Sites Authority.

iv. Emissions reductions projects will be selected by the Air Districts following their then-existing offsite emissions mitigation programs. The Sites Authority will not have a role in selection of emissions reductions projects. Considering that there may be a number of factors that the Air Districts consider in selecting emissions reductions projects, full and complete payment of the offset payment amount represents the Sites Authority complete financial obligation under this MOU, regardless of the amount of emissions reductions generated by the emissions reductions projects funded in whole or in part by the funds provided by the Sites Authority.

v. Although not anticipated at this time, offsetting emissions as a mitigation strategy may be deemed infeasible by the Air Districts if insufficient emissions reductions projects existing in the Air Districts and in other Air Districts in the Sacramento Valley Air Basin or for other reasons identified by the Air Districts. Under these circumstances, the Air Districts will provide substantial evidence to the Sites Authority documenting the lack of emissions reductions projects. The Parties shall meet and confer in good faith to discuss and either Party may elect to terminate the Agreement pursuant to the procedures in Paragraph 5.c. Upon termination for the purposes in this paragraph, the Sites Authority is entitled to a refund of any previously paid offset payment that has not yet been expended by the Air Districts.

2. Air District Rules and Scope of this MOU

a. The Sites Authority acknowledges that it is required to comply with all applicable Air District rules and regulations that are in effect at the time of Sites Project construction, such as the Air Districts' rules summarized in Appendix 4A, Regulatory Requirements, of the Final EIR/EIS.

b. This MOU addresses the Sites Project's construction NOX and PM10 emissions. A future agreement will be developed to address the Sites Project's operations emissions.

3. COLLABORATIVE APPROACH

a. The Parties shall maintain a collaborative approach and act in good faith with respect to implementation of the provisions in this MOU.

b. The Parties agree to share records, accounting and reporting as reasonably necessary to implement the provisions of this MOU.

4. AMENDMENTS

a. The Parties agree to work cooperatively over the MOU duration to evaluate any amendments necessary to this MOU. Amendments may be necessary to reflect any relevant circumstances that may change, including but not limited to changing state and federal law requirements related to air quality, changes in federal or state attainment status of the Sacramento Valley Air Basin, changing and evolving Sites Project funding, or changing state and/or federal law requirements.

b. The MOU duration can be amended if warranted by delays in the Sites Project's schedule or in identifying suitable emission reduction projects.

c. Amendments to this MOU must be made by written agreement by all Parties.

5. MOU DURATION

a. Effective Date – This MOU shall commence on the date the last Party executes this MOU and shall continue thereafter, subject to potential amendments pursuant to Paragraph 5, unless terminated pursuant to this Paragraph 6.

b. Termination – The MOU will terminate two (2) calendar years after the calendar year when construction of the Sites Project is completed. The Parties acknowledge that construction of the Sites Project could span a decade. The MOU will remain in effect during the two (2) calendar years post-construction period to allow emission reduction projects (e.g., funding and reporting) to be completed.

c. To terminate prior to the timeframe in Paragraph 5.b., any Party must give written notice (Termination Notice) to the other Parties that it wishes to terminate this MOU, with reasonable particularity as to the need for termination. The Parties shall then negotiate in good faith to address the issues raised in the Termination Notice for a period of at least ninety (90) days after the date of the Termination Notice. If the Parties fail to reach an agreement on the resolution of the issues raised in the Termination Notice within such 90-day period, any Party may terminate this MOU upon thirty (30) days prior written notice to the other Parties. Termination by any one Air District shall not have the effect of terminating the MOU with respect to any other Air District party to this MOU.

6. FORCE MAJEURE EVENT

a. For purposes of this MOU, a Force Majeure Event means any act occasioned by a cause beyond the reasonable control of the Parties including, but not limited to, floods, earthquakes, hurricanes or other natural catastrophes, actions by other government agencies, governmental legislation, judicial or administrative orders by other government agencies, casualties, war, insurrection, strikes, civil unrest, terrorism and any other causes that threaten public health or safety generally. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt written notice thereof to the other Parties, describing the anticipated effect of the Force Majeure Event. The Parties shall meet and confer in good faith to discuss potential responses to the Force Majeure Event. Upon the occurrence of a Force Majeure Event, any Party may elect to terminate the MOU pursuant to the procedures in Paragraph 5.c.

7. DISPUTE RESOLUTION

a. Informal Dispute Resolution – In the event of dispute regarding interpretation or implementation of this MOU, the respective Air Pollution Control Officers, the Executive Director of the Sites Authority, or their authorized representatives, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties will endeavor to resolve the dispute through mediation, as specified in Paragraph 7.b.

No other means of dispute resolution, including mediation or litigation, shall be available to the Parties unless they have exhausted the process provided for in this Paragraph 7.a.

b. Mediation – If a dispute cannot be resolved through informal dispute resolution as described in Paragraph 7.a, the Parties shall endeavor to settle the dispute using non-binding mediation under the rules of the Judicial Arbitration and Mediation Service (JAMS), the American Arbitration Association (AAA), or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Parties.

A single mediator that is acceptable to the Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this MOU, if possible.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be equally shared by the Parties to the dispute.

Notwithstanding any JAMS or AAA rules to the contrary, mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (Evidence Code §§ 1115 – 1128; 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties.

c. If the Parties fail to resolve their dispute through mediation, including execution of a final written agreement, either Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

d. Nothing in this Paragraph 7 shall relieve the Parties from performing their obligations under this MOU. The Parties shall be required to comply with this MOU, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this MOU.

8. SECTION HEADINGS

The section headings of this MOU are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective sections.

9. OPINION AND DETERMINATION

Where the terms of this MOU provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms will be reasonably construed.

10. FURTHER DOCUMENTATION

The Parties agree to execute any further documents reasonably necessary to effectuate the terms of this MOU, as long as the terms and provisions of the other documents are fully consistent with the terms of this MOU.

11. ENTIRE AGREEMENT

This MOU and the attachment to it contain the entire understanding of the Parties relating to this subject matter and shall supersede any prior written or oral agreements or communications between the Parties pertaining to that subject matter.

12. MODIFICATION OF AGREEMENT

No amendment to the terms and conditions of this MOU shall be valid unless made in writing and signed by all the Parties to this MOU.

13. SIGNATURE CLAUSE

The signatories represent that they have been appropriately authorized to execute this MOU on behalf of the Party for whom they sign.

14. EXECUTION

The Parties agree that this MOU can be executed in counter parts and by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have entered into this MOU.

Sites Reservoir Joint Powers Authority

_____
Jerry Brown
Executive Director

_____
Date

Colusa County Air Pollution Control District

M. Anastacia Allen
Air Pollution Control Officer

Date

Glenn County Air Pollution Control District

Marcie Skelton
Air Pollution Control Officer

Date

Tehama County Air Pollution Control District

_____

Joseph Tona
Air Pollution Control Officer

_____

Date

Yolo Solano Air Quality Management District

Gretchen Bennitt
Air Pollution Control Officer

Date

Tehama County

Agenda Request Form

File #: 25-1543 **Agenda Date:** 9/9/2025 **Agenda #:** 11.

HEALTH SERVICES AGENCY - Executive Director Jayme Bottke and Red Bluff High School Student

Requested Action(s)
a) PROCLAMATION - Request adoption of a proclamation proclaiming September 2025 as Suicide Prevention Month in Tehama County.

Financial Impact:
No financial impact. There is no impact to the general fund.

Background Information:
N/A

Proclamation
Suicide Prevention Month 2025

WHEREAS, the month of September 2025 is National Suicide Prevention Month, a time where individuals, organizations, and communities around the country join their voices to amplify the message that suicide can be prevented; and

WHEREAS, attitudes and perceptions about aging, behavioral health challenges, and suicide have a significant impact on individual wellness and the willingness to reach out for support and services that can alleviate distress; and

WHEREAS, thoughts of suicide can affect anyone regardless of age, gender, race, orientation, income level, religion, or background and it is therefore vital to reduce the stigma associated with mental health and openly discuss suicide to encourage help-seeking behaviors; and

WHEREAS, the impact of suicide extends to families, friends, communities, and workplaces, and it is imperative that we work together to support those who have been affected by suicide loss; and

WHEREAS, knowing the signs of suicide, finding the words to talk with someone that may be thinking of suicide, and reaching out to local resources can foster hope and strengthen connections; and

WHEREAS, all Californians are urged to promote dignity through connection, valuing and uplifting the voices of those with lived experience, and taking action for suicide prevention and promoting mental health and wellness as we strive towards zero suicides; and

WHEREAS, we encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors and to genuinely convey their appreciation for their existence by any gesture they deem appropriate, and

WHEREAS, September 2025 is recognized across the United States as Suicide Prevention Month, providing the opportunity to educate and engage everyone in our community to find their role in suicide prevention;

NOW, THEREFORE, BE IT PROCLAIMED, by Tehama County and all members of the Tehama County Board of Supervisors on this 9th Day of September 2025, that the month of September 2025 be declared 'SUICIDE PREVENTION MONTH'.

ATTEST: Date_____

_____	_____
County Clerk and Ex-Officio Clerk of the Board of Supervisors, County of Tehama	Matt Hansen, Chairperson Tehama County Board of Supervisors

Tehama County

Agenda Request Form

File #: 25-1519 **Agenda Date:** 9/9/2025 **Agenda #:** 12.

FIRE- Fire Chief Monty Smith

Requested Action(s)
a) AGREEMENT- Request approval and authorization for Chairperson to sign the agreement with Weigand's Water Well Drilling to drill and install new potable well at the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road, Paynes Creek CA 96075 for a maximum compensation not to exceed $70,000

Financial Impact:
The cost of this well replacement will be covered by insurance after a deductible, as well as the County share being submittable under the California Disaster Assistance Act for Park Fire damages. The deductible cost will be paid by the department from budget unit 2042 account 53180, and other costs will be covered by Risk funds while awaiting insurance reimbursement.

Background Information:
The Tehama County Fire Department Paynes Creek Fire Station pump house was destroyed and the well was damaged beyond repair during the Park Fire in July and August of 2024. Well replacement is required to ensure continuity of fire department operations.

Four Vendors were asked to complete a site visit and quote the project. Only two vendors provided a quote with Wiegand's Water Well Drilling providing the lowest responsive quote at $59,860.

Pump and electrical component installation will be completed at a later date by different vendors.

Cost will be covered by insurance.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND WIEGAND'S WATER WELL DRILLING

This agreement is entered into between the County of Tehama, through its Fire Department of ("County") and WIEGAND'S WATER WELL DRILLING ("Contractor") for the purpose of drilling and installing a new potable well at the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road, Paynes Creek CA 96075. Pump and electrical to be completed at a later date by a different vendor.

1) RESPONSIBILITIES OF CONTRACTOR

The Contractor shall provide all labor, equipment, tools, materials, licenses, permits, taxes and fees necessary to drill and install new potable well at the Tehama County Fire Department Paynes Creek Fire Station located at 29960 Plum Creek Road per the Scope of Work:

1) Land clearing, trenching and excavation.
2) Install or complete all components of the well system, including, but not limited to: Bore Holes, Well drilling, Well Casing, and Well Screen, E-logs (Driller's report), Grouting, Well Developing.
3) Pump testing to ensure well is adequately flushed and sanitary seal is maintained.

Additionally, Contractor shall drill new water well with an 8.75 inch borehole to a depth of 425 feet, cased with a 4 inch PVC well casing, and filled with well gravel to a 20-foot sanitary seal and 5 foot by 5 foot by 5.5 inch pad at the wellhead in accordance with Tehama County Standards, per the attached quote.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement and will have an agent available by phone or in person to made decisions if problems or questions arise.

3) COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B, Projected Costs Estimated Cost per Depth Well" at the 425-foot depth. In addition, Contractor shall be paid per Exhibit B: "Additional Cost" for time and materials, well

development, mud and fluid removal; "Standby Time" if responsible decision maker is unavailable for more than one-half hour; "Hard Rock Clause" time and material rate, and "Loss of Circulation" until circulation is reestablished. The Maximum Compensation payable under this Agreement shall not exceed $70,000. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4) BILLING AND PAYMENT

Contractor shall be paid a deposit of $29,625 for equipment and materials to be moved on site. Contractor shall submit an invoice for the remaining balance after the service has been completed to the reasonable satisfaction of the County. Count shall make payment of all undisputed amounts withing 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall commence on the date of signing and shall terminate December 31, 2025 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 Fire Chief.

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., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

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

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

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

14) GREEN PROCUREMENT POLICY

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

15) COMPLIANCE WITH LAWS AND REGULATIONS

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

16) LAW AND VENUE

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

17) AUTHORITY

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

18) NOTICES

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

a. If to County:
Tehama County Fire Department
604 Antelope Blvd.
Red Bluff, CA 96080

b. If to Contractor:
Wiegand's Water Well Drilling
22 Ridgeview Ln.
Oroville, CA 95966

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

19) NON-EXCLUSIVE AGREEMENT:

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

20) STANDARDS OF THE PROFESSION

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

21) LICENSING OR ACCREDITATION

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

22) RESOLUTION OF AMBIGUITIES:

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

23) NO THIRD PARTY BENEFICIARIES:

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

24) HAZARDOUS MATERIALS

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

25) HARASSMENT

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

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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

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

COUNTY OF TEHAMA

Date: _____

_____
Chair, Tehama County Board of Supervisors

CONTRACTOR NAME (BOLD/CAPITAL LETTERS

Date: 8-15-2025

Chad Wiegand Signed by: Chad Wiegand 136F8560273F427... OWNER
Name, Signature, Title

The following information is required for the agreement to be approved:

CA C-57 License #1104494
Contractor Number

V000408
Vendor Number

wwwdrilling@outlook.com
Vendor/Contractor email address

Chad Wiegand (530) 990-3138
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

WIEGAND'S WATER WELL DRILLING

22 RIDGEVIEW LN. OROVILLE, CA. 95966 (530)990-3138 LIC. #1104494

Proposal for New Water Well Construction

DATE: 5/19/25

PREPARED FOR: PAYNES CREEK FIRE STATION

TEHAMA COUNTY FIRE AGENCY

CONTACT: CHRIS WUELFING (530)228-1547

SITE: 29960 PLUM CREEK RD. PAYNES CREEK CA. 96075

A.P.N:011-190-1013-000 WELL LOCATION: 40.3312771, -121.9146173

PROPOSED SCOPE OF WORK: Drill new water well with a **8.75"** borehole to a proposed depth of **325'/425'/525'.** The actual depth of the completed well will be determined as the drilling progresses and under the direction of the owner and/or owners geologist or representatives. The drilling will be done with air rotary unless unconsolidated material is encountered at which time a switch to mud drilling may become necessary to keep the borehole stable. The completed borehole will be cased with **4"** SDR 17 (heavy wall) PVC well casing. The annulus will be filled with well gravel, and a 20 ' sanitary concrete seal and 5'x5'x5.5" pad will be installed at the wellhead in accordance with **TEHAMA** County standards. The well will then be developed using compressed air to remove any residual drilling fluids and to clean out the perforations, and will then be ready for test pumping or permanent pump system installation.

PROJECTED COSTS ESTIMATED COST PER. DEPTH WELL: 325' / 425' / 525'

TEHAMA County permitting includes dousing, submission, inspection	$ 2,500		
Mobilization/Demobilization of equipment	$ 5,500		
Set and remove temporary 10"conductor (20')	$ 2,500		
Drilling of 8.75" Borehole @ $ 45 per foot'	$14,625	19,125	23,625
if water is located additional $20 per ft. for work performed-	$ 6,500	8,500	10,500
P.V.C Well sdr17 casing size 4"@ $ 13 per foot	$ 4,225	5,525	6,825
Well gravel filter pack $395 per bag 1bag per 100' avg	$ 1,185	1,580	1,975
Sanitary seal 20' bentonite W/ 5'x5'x5.5" slab	$ 5,500	5,500	5,500
Well development (6 hours @ $605/hr)	$ 3,630	3,630	3,630
IF MUD DRILLING IS NECESSARY $3,500 PLUS MATERIALS	$5,500	5,500	5,500
Water truck per load @ 3rd party rate if water is on site we can deliver a 3k storage tank.			
WELL ABANDONMENT OF EXISTING WELL AS PER COUNTY/STATE-	$ 5,500		
PROJECT TOTAL	**$@325'-$51,665**	**@425'-$59,860**	**@525'-$68,055**

Accepted by:

Wiegand's water well drilling_____

Land owner /Representative:_____

ADDITIONAL COST: Additional conductor casing may become necessary if surface conditions beyond 20' prove to be unstable. If needed, switch to mud drilling charge is $3,500. Additional well development may be necessary at the rate of $375/HR. Mud and fluid removal, if necessary, will be billed at a T&M rate

of $150/hr. Test pump can be installed after well development, price dependent on duration and output of well.
PAYMENT: WELL Deposit (@325'/$25,125 @425'/$29,625 @525'/$34,125) due when equipment is being moved onto site. Full balance is due when casing material is in the hole OWNER MUST DETERMINE LOCATION OF WELL. WIEGAND'S WATER WELL DRILLING IS NOT RESPONSIBLE FOR THE QUANTITY OR QUALITY OF WATER. IF DRILLING WITH MUD AND THE HOLE IS DRY THE FOLLOWING COSTS WILL STILL APPLY: permit, mobilization / demobilization, per foot drilling, casing, gravel pack, well development, sanitary seal, and grading costs where applicable. Detection of water is not possible when drilling with mud rotary, the quantity of water cannot be made until the well has been cased and the well development started.
STANDBY TIME: Once drilling has begun time is important. The owner or owner's agent shall be available in person or by phone to make decisions if problems or questions arise. If we are unable to locate owner or owner's agent and a decision is not made within one-half hour of needing one the drilling operation will shift to a standby rate of $250 per hour until such decision is made.
HARD ROCK CLAUSE: Should the contractor encounter hard rock, and the drilling proceeds slower than 2 hours per drill joint (20ft), contractor reserves the right to switch to a T&M rate of $375 per hour for that portion of the borehole. Switch to T&M rates will not occur without owner's approval.
LOSS OF CIRCULATION: Should the formation lose circulation and the contractor is unable to regain circulation within 5 hours of drilling, drilling will go on at an hourly rate of $375 per hour until circulation is reestablished
TERMS AND CONDITIONS
NOTICE TO OWNER: Complies with section 7018.5 of the California Business and Professions Code. Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Registrar, Contractors' state License Board, PO Box 2600, Sacramento, CA 95826.

OWNERS INITIALS: _____

"Under The California Mechanics" Lien Law any contractor, Subcontractor, Laborer, supplier or other person or entity who helps to improve your property, but is not paid for his/her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe." To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice."

CONTRACTORS AND LABORERES WHO CONTRACT DIRECTLY DO NOT HAVE TO PROVIDESUCH NOTICE, since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of

persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanic's lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO ENSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO DO THE FOLLOWING: Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the contract should be filed with the county recorder for your further protection.

The Owner as added work shall pay any expense incurred due to such conditions.
OWNERS RESPONSIBILITY: Owner agrees to allow and provide Contractor and his/her equipment access to the property.

OWNERS INITIALS: _____

WIEGAND'S WATER WELL DRILLING AND ITS SUBCONTRACTOR ARE TO BE HELD HARMLESS FOR ANYDAMAGE TO CUSTOMER'S PROPERTY, INCLUDING CONCRETE DRIVEWAYS, AND LANDSCAPING DUE TO THE WEIGHT AND SIZE OF EQUIPMENT.

DELAYS: Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public energy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority of allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contracts, or holidays, or other causes beyond Contractor's reasonable control.

SUBCONTRACTS: The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

INSURANCE AND DEPOSITES; Contractor shall carry worker's compensation Insurance for the protection of contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and person on the job site at Owner's invitation. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm,

flood, landslide, subsidence, or earthquake, work done by Contractor is re-drilling or restoring the project shall be paid for by the Owner as extra work.

RIGHT TO STOP WORK: Contractor shall have the right to stop work if any payment shall not be made when due, or for any reason that the hole may not be drillable, i.e. large rocks falling in on drill bit, caverns, unstable soil, weather conditions, etc. Owner assumes responsibility for all costs to retrieve or replace equipment due to unstable soil conditions that are beyond the control of contractor.

HAZARDOUS MATERIAL: Unless the contract specifically calls of the removal, disturbance, or transportation of hazardous substances, the parties acknowledge that such work requires, special procedures, precaution and/or license. Owner is SOLEY RESPONSIBLE for all costs associated with the treatment, and disposal of hazardous material.

OWNERS INITIALS: _____

docusign

Certificate Of Completion

Envelope Id: C83CCB6C-1B03-44E1-9553-9829D301637E
Status: Completed
Subject: Complete with Docusign: Wiegands Water Well Drilling Paynes Creek.pdf
RDI-Tracking:
Source Envelope:
Document Pages: 16
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Laurianne Griffin
1860 Michael Faraday Dr
Suite 100
Reston, VA 20190
Laurianne.Griffin@fire.ca.gov
IP Address: 165.235.73.48

Record Tracking

Status: Original
8/7/2025 4:17:28 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Laurianne Griffin
Laurianne.Griffin@fire.ca.gov
Pool: StateLocal
Pool: CAL FIRE

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Chad Wiegand wwwdrilling@outlook.com OWNER Security Level: Email, Account Authentication (None)	Signed by: Chad Wiegand 136F8560273F427... Signature Adoption: Pre-selected Style Using IP Address: 2605:59c0:2193:3c10:4d3c:ff1c:cdfd:7134	Sent: 8/7/2025 4:20:04 PM Resent: 8/13/2025 4:17:46 PM Viewed: 8/13/2025 4:19:14 PM Signed: 8/15/2025 2:22:03 PM

Electronic Record and Signature Disclosure:
Accepted: 8/13/2025 4:19:14 PM
ID: 5b19a511-35e4-4112-bbaf-001c398dcb82

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2025 4:20:04 PM
Certified Delivered	Security Checked	8/13/2025 4:19:14 PM
Signing Complete	Security Checked	8/15/2025 2:22:03 PM
Completed	Security Checked	8/15/2025 2:22:03 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CALFire (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CALFire:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: tricia.geerts@fire.ca.gov

To advise CALFire of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at tricia.geerts@fire.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from CALFire
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to tricia.geerts@fire.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with CALFire

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to tricia.geerts@fire.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify CALFire as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by CALFire during the course of my relationship with you.

E-Contract Review
Approval as to Form

Department Name: County of Tehama Fire Department

Vendor Name: Wiegand's Water Well Drilling

Document Description: Agreement for drilling and installing now potable well

APPROVED AS TO FORM:

Date: 8/20/25

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

Tehama County

Agenda Request Form

File #: 25-1484 **Agenda Date:** 9/9/2025 **Agenda #:** 13.

PUBLIC WORKS - Interim Director Tom Provine

Requested Action(s)
a) Request approval of the Special Provisions for the Job Order Contracting General Civil Services 2025

b) Request authorization for the Interim-Director to solicit bids for the Job Order Contracting General Civil Services 2025, with bid opening to be held at the Department of Public Works, 9380 San Benito Avenue, Gerber on October 8, 2025 at 3:00 p.m.

Financial Impact:
Purchase Orders will be issued on an as-needed basis. Funding is budgeted in Road Fund, Professional and Special Services Account, 3011-53230.

Background Information:
At the April 25, 2023, meeting the Board approved the agreement with Gordian Group (Road Agreement 2023-06) to develop a Job Order Contracting program for the Department of Public Works. Since then, the Special Provisions and referenced Construction Task Catalog have been developed and are ready to advertise.

Purchase Orders will be issued to selected contractors on an as-needed basis. Awarded contracts will have a one-year term.

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

BID BOOK

NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT

FOR CONSTRUCTION ON

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

FY25-26 JOC

FOR USE IN CONNECTION WITH

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS, AND STANDARD PLANS,
DATED 2024

CONSTRUCTION TASK CATALOG®, TECHNICAL SPECIFICATIONS
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

BID OPENING: October 8, 2025, 3:00 PM (PST) as served by https://nist.time.gov

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NOTICE TO BIDDERS

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

Sealed bids for the work included in the specifications entitled:

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
MASTER AGREEMENT
2024 PLANS AND SPECIAL PROVISIONS

will be received at the Department of Public Works office at 9380 San Benito Avenue, Gerber, California, 96035 until **3:00 PM (PST) on October 8, 2025**, at which time they will be publicly opened and read aloud in the conference room at the aforementioned address. Multiple Contractors may be selected to enter into Indefinite Delivery/Indefinite Quantity ("ID/IQ") contracts with the County for the provision of the services the proposed herein. The County intends to include up to two Contractors in this Master Agreement to the lowest responsive, responsible bidder(s).

DESCRIPTION OF WORK

A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the County. Job Order Contracting is typically used for small to medium sized repair and rehabilitation work, and replacement in kind projects.

The Master Agreement Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

Bidders will bid four Adjustment Factors to be applied to the Unit Prices. One Adjustment Factor for performing work in General Facilities during Normal Working Hours, a second Adjustment Factor for performing work in General Facilities during Other Than Normal Working Hours, a third Adjustment Factor for performing work in Secured Facilities during Normal Working Hours, and a fourth Adjustment Factor for performing work in Secured Facilities during Other Than Normal Working Hours. The same four Adjustment Factors apply to every Pre-priced Task in the Construction Task Catalog®.

Thereafter, as work is identified, the Contractor will attend a Joint Scope Meeting with the County to review and discuss the proposed work. The County will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Prepriced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Prepriced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.

All Job Orders issued during the term of this Master Agreement shall be valid and shall remain in full force and effect after the expiration of the term of this contract or any guarantee period has expired until the Job Order is fully performed. All terms and conditions of the Master Agreement apply to each Job Order.

CONTRACT VALUE AND TERM

Any Project with an estimated, proposed, or actual cost greater than Twenty-Five Thousand Dollars ($25,000) may, in the sole discretion of the Director of Public Works, be assigned to the Contractor that proposes the lowest cost for that Project. The consideration to be paid to the Contractor under this Master Agreement shall in no event exceed the Initial Contract Value as defined below. The consideration to be paid to the Contractor under an authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order.

The Contractor shall be paid in accordance with the Section 9 Payment set forth below. The County's payments to Contractor pursuant to this Master Agreement shall constitute full compensation for all of the Contractor's time, materials, efforts, costs and expenses incurred in the performance of any obligation(s) or any other activities undertaken pursuant to this Master Agreement.

The Term of the Master Agreement is for a period of one (1) year, or when Job Orders totaling the Initial Contract Value have been issued, whichever occurs first.

The Initial Contract Value is $1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately $6,210,093.00.

ADJUSTMENT FACTORS

1. There are four Adjustment Factors for this Contract. When preparing a Price Proposal, the Contractor shall select the appropriate Adjustment Factor.

2. The Adjustment Factors are as follows:

    a. Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.

    b. Other Than Normal Working Hours Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays.

    c. Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.

    d. Other Than Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays.

3. The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

4. For bid evaluation purposes only, the following work distributions shall be used to determine the Award Criteria Figure:

Adjustment Factor	% Weight (For Bid Evaluation Only)
General Facilities – Normal Working Hours	50%
General Facilities – Other than Normal Working Hours	30%
Secured Facilities – Normal Working Hours	10%
Secured Facilities – Other than Normal Working Hours	10%

5. All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

JOC SYSTEM LICENSE FEE

The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian's SaaS Terms of Use and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution™.** The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of this Contract.

Within two business days of receipt of a Purchase Order or Approved Job Order from the County, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order/Approved Job Order to Gordian.

Upon the Contractor's receipt of the initial payment from the County, Gordian will invoice the Contractor for the JOC System License Fee. The Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

DISADVANTAGED BUSINESS ENTERPRISE GOAL

Disadvantaged Business Goals, if any, will be applied on a Job Order by Job Order basis.

SELF PERFORMANCE GOALS

On a Job Order Basis, as required by the County, the Contractor may be required to perform work with their own organization and forces. Each Job Order will indicate if the work is to be performed by the Contractor's own forces or can be subcontracted. The total requirement of self-performed work is not intended to exceed 30% of all work during the term of the contract. As requested, the Contractor shall provide a report to the Owner showing the amount of self-performance achieved by project and total accumulative amount. The self-performance percentage calculation does not include field superintendents or office management personnel.

PRE-BID MEETING

A **MANDATORY** pre-bid meeting is scheduled for **September 24, 2025, at 1:00 PM** at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. This meeting is to discuss the JOC program and documents, answer questions and discuss JOC from the contractor's perspective. Bidder's attendance at this meeting will be **mandatory**. Bids submitted by firms not represented at the Mandatory Pre-Bid Conference will not be considered

BUY AMERICA PROVISIONS (see also Appendix C)

JOB ORDERS ISSUED UNDER THIS CONTRACT MAY BE SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE INFRASTRUCTURE INVESTMENT AND JOBS ACT OF 2021, TO BE DETERMINED ON A JOB ORDER BY JOB ORDER BASIS.

Bids are required for the entire work described herein.

CONTRACTOR'S LICENSE CLASSIFICATION (see also Appendix C)

The contractor shall possess a **Class A** license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions submitted after bid opening will not be treated as a bid protest.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS

Bid documents can be examined at area Builder's Exchanges. Documents are available for download on the Public Purchase website (https://www.publicpurchase.com). **The Contractor is responsible for printing and binding the *Bid Book*.** Copies are on file and open to public inspection.

Questions should be directed to Tehama County Public Works, via email only to pwadmin@tcpw.ca.gov **by 3 p.m. on Wednesday, October 1, 2025**.

The successful bidder shall furnish a payment bond and a performance bond.

The County of Tehama affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation.

FEDERAL AND CALIFORNIA PREVAILING WAGE REQUIREMENTS

This project must comply with the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial

Relations. The minimum wage rates for the Director of the California Department of Industrial Relations can be found at:

http://www.dir.ca.gov/DLSR/PWD/index.htm

Federal minimum wage rates are not included in these specifications but will be included in the final signed contract. They may be obtained at the Internet Web Site https://sam.gov/wage-determinations using the Davis-Bacon Act (DBA) Wage Determination Type. A copy is also available at the Offices of Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. The Office of Inspector General maintains confidentiality on all information and, if requested, anonymity of the source.

PUBLIC CONTRACT CODE SECTION 22300

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the County to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. Such securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final. Securities not listed under Public Contract Code Section 22300 or Government Code Section 16430 must be pre-qualified by the County Treasurer-Tax Collector before bid opening in order to be accepted by the County as security.

BOARD OF SUPERVISORS; COUNTY OF TEHAMA

_____ _____

BY: Tom Provine, Interim Director Date
Department of Public Works

Advertisement #1 September 10, 2025

Advertisement #2 September 17, 2025

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STANDARD PLANS LIST

Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) may be viewed at the Caltrans website: https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications.

Applicable standard plans will be specified on a Job Order by Job Order basis

SPECIAL PROVISIONS

ORGANIZATION

The work embraced herein shall conform to the provisions in the Standard Specifications dated 2024 and the Standard Plans dated 2024 of the Department of Transportation insofar as the same may apply, and these Special Provisions.

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of *the Standard Specifications* for any other reference to a paragraph of the *Standard Specifications.*

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and shall be used in lieu of the conflicting portions.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add or replace the following definitions in Section 1-1.07B with:

Bid Package: Bid Book including Notice to Bidders, Bid Documents, Contract, and Special Provisions.

California Test: Caltrans-developed test for determining work quality. For California Tests, go to the METS website.

Caltrans: The State of California, Department of Transportation.

Contract: Refers to a specific Job Order

County: County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

Master Agreement Documents: Refers collectively to the Contract, Special Provisions, Plans, Notice to Bidders, Bid Documents, JOC Supplementary Conditions, Supplementary Conditions FEMA Projects, Construction Task Catalog®, Technical Specifications, and Standard Specifications.

Day: 24 consecutive hours running from midnight to midnight; calendar day.

1. **business day:** Day on the calendar except Saturday, Sunday or holiday.
2. **working day:** Time measure unit for work progress. A working day is any day except:
   - 2.1. Saturday, Sunday and holidays.
   - 2.2. Day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:
     - 2.2.1. Adverse weather-related conditions that cause the Contractor to dismiss the crew.
     - 2.2.2. Maintaining traffic under the Contract.
     - 2.2.3. Engineer's direction to suspend the controlling activities for reasons unrelated to the Contractor's performance.
     - 2.2.4. Unanticipated events not caused by either party such as:
       - 2.2.4.1. Act of God.
       - 2.2.4.2. Act of a public enemy.

2.2.4.3. Epidemic.
2.2.4.4. Fire.
2.2.4.5. Flood.
2.2.4.6. Governor-declared state of emergency.
2.2.4.7. Landslide.
2.2.4.8. Quarantine restriction.

2.2.5. Issue involving a third party, including:

2.2.5.1. Industry or area-wide labor strike.
2.2.5.2. Material shortage.
2.2.5.3. Freight embargo.
2.2.5.4. Jurisdictional requirement of a law enforcement agency.
2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

Department or **Department of Transportation:** Department of Public Works of the County of Tehama, California.

Director or Director of Transportation: The Board of Supervisors of the County of Tehama, California.

Engineer: The Director of Public Works of the County of Tehama, California, acting either directly or through duly authorized agents or consultants.

early completion time: Difference in time between an early scheduled completion date and the Contract completion date.

Highway: Highway, roadway, street, avenue, lane, boulevard, or other public thoroughfare for vehicular traffic.

job site activities: Work done within the physical limits of the Contract.

***Labor Surcharge and Equipment Rental Rates*:** Caltrans publication that lists labor surcharge and equipment rental rates.

laboratory or **transportation laboratory:** The established laboratory of the County of Tehama Department of Public Works or laboratories authorized by the County to test materials and work involved in the contract.

Liquidated Damages: The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85 to be paid to the County of Tehama or to be deducted from any payments due or to become due the Contractor for each day of delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

Standard Specifications: The 2024 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County of Tehama or its corresponding agency, office, or officer acting under this contract.

State: The County of Tehama where reference is made to the agency administering the Contract for construction of the project and execution of the work. Otherwise, the State of California, including its agencies, departments or divisions whose conduct or action is related to the work.

State Contract Act: All applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes. No provision of the Standard Specifications or these Special Provisions shall be construed as an election under Public Contract Code Section 20396 to have this project performed under the provisions of the State Contract

Act. Individual provisions of the State Contract Act shall apply only as specifically referenced in these specifications or Special Provisions.

State Highway Engineer: The County Engineer of the County of Tehama, State of California

Structure Design: Department of Public Works of the County of Tehama.

Replace the 1st sentence in Section 1-1.08 with:

The Caltrans district composition and office addresses are as shown in the following table:

Replace the following items in Section 1-1.11:

Reference or agency or department unit	Website	Address	Telephone no.
Department	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462
Division of Accounting, Office of External Accounts Payable	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462
METS	Caltrans web site: mets.dot.ca.gov/metsrepresentatives.php	5900 Folsom Blvd Sacramento, CA 95819	Peter Gan Cell: (858) 527-8195
Office Engineer	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462
Offices of Structure Design, Documents Unit	tcpw.ca.gov	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462

Add the following item to Section 1-1.11:

Reference or agency or department unit	Website	Address	Telephone no.
Public Purchase	publicpurchase.com/gems/browse/home	Tehama County Public Works 9380 San Benito Ave Gerber, CA 96035	(530) 385-1462

Replace the 1st sentence in Section 1-1.12 with:

Make checks and bonds payable to the Tehama County or Tehama County Public Works.

END OF SECTION

2 BIDDING

Replace Section 2-1.04 with:

The Department will conduct a mandatory pre-bid meeting for this contract. The pre-bid meeting will be held on **September 24, 2025 at 1:00 PM,** at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. The purpose of the meeting is to:

- Describe and discuss the Job Order Contracting program
- Address any bidder questions or concerns for the project, including any addenda issued or pending.

Attendance at this meeting is **mandatory**. Bids submitted by firms not represented at the Mandatory Pre-Bid Conference will not be considered.

Replace Section 2-1.06A with:

The *Bid Book* includes bid forms and certifications.

The *Bid Book* includes the *Notice to Bidders*, revised standard specifications, JOC Supplementary Conditions, Supplementary Conditions FEMA Projects, special provisions, bid form and sample contract.

The *Bid Book*, Construction Task Catalog®, Technical Specifications, supplemental information, and any addenda to these documents may be accessed at the Public Purchase website: publicpurchase.com/gems/browse/home

The *Standard Specifications* and *Standard Plans* may be viewed at the Caltrans website: https://dot.ca.gov/programs/design/april-2025-ccs-standard-plans-and-standard-specifications and may be purchased at the Caltrans Publication Distribution Unit.

Replace Section 2-1.06B with:

The Department makes the following supplemental project information available:

JOC SUPPLEMENTAL CONDITIONS AND PROCEDURE FOR ORDERING WORK

1. DEFINITIONS

1.1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.

1.2. **Award Criteria Figure** - The sum of the extended totals as calculated in the on the Bid Form, which is used for the purposes of determining the lowest Bid.

1.3. **Base Term -** The initial period of the Contract and does not include any Option Terms.

1.4. **Construction Task Catalog®** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.

1.5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.

1.6. **Initial Contract Value** – the initial maximum contract value of Job Orders that the Contractor may receive under this Contract

1.7. **Job Order** - A written order issued by the County requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.

1.8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.

1.9. **Job Order Price** - The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.

1.10. **Job Order Proposal** - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.

1.11. **Joint Scope Meeting** - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.

1.12. **Maximum Contract Value -** The maximum value of Job Orders that the Contractor may receive under this Contract.

1.13. **Minimum Contract Value –** The minimum value of Job Orders that the Contractor will receive the opportunity to perform under this Contract.

1.14. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.

1.15. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.

1.16. **Other Than Normal Working Hours** - Includes the hours of 4:00 p.m. to 7:00 a.m. Monday through Friday and all day Saturday, Sunday, and County holidays.

1.17. **Option Term-** An additional period of time beyond the Contract Term which extends the termination date of the Contract.

1.18. **Prepriced Task** - A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.

1.19. **Price Proposal** - A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.

1.20. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.

1.21. **Request for Job Order Proposal** - A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.

1.22. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.

1.23. **Technical Specifications -** The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.24. **Unit Price** - The unit price published in the Construction Task Catalog® for a Prepriced Task.

2. CONTRACTOR SELECTION

2.1. The County may award an individual Project to any contractor. The County will select the contractor in accordance with the established procedures and based on one or more of the following criteria:

2.1.1. Rotational selection among all contractors, unless otherwise determined by the County.

2.1.2. Contractor’s experience with similar type work, project size, construction management challenges, construction schedule, etc.

2.1.3. Contractor's performance in developing Job Orders and completing Projects.

2.1.4. Balancing Job Order volume among contractors.

2.1.5. Limitations posed by bonding capacity of the contractors.

2.1.6. Price, as determined by the Adjustment Factors of the contractors.

2.1.7. Other appropriate criteria as deemed in the best interest of the County.

3. PROCEDURE FOR ORDERING WORK

3.1. CONDUCT THE JOINT SCOPE MEETING

3.1.1. As the need exists, the County will notify the Contractor of a potential Project and schedule a Joint Scope Meeting.

3.1.2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.

3.1.3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:

3.1.3.1. The work to be performed

3.1.3.2. Presence of hazardous materials

3.1.3.3. Job Order specific Insurance (if any)

3.1.3.4. Required permits – including drawings for permits

3.1.3.5. Long lead time materials

3.1.3.6. Protocol for workers entering the site

3.1.3.7. Staging area and areas that are off-limits

3.1.3.8. Construction schedule and work hours – with critical milestones and phasing requirements

3.1.3.9. Controlled inspections, testing requirements

3.1.3.10. Value Engineering suggestions

3.1.3.11. Organization of Price Proposal – by location, by corner, etc.

3.1.3.12. Due Date for Detailed Scope of Work and for Price Proposal

4. PREPARE THE DETAILED SCOPE OF WORK

4.1. After the Joint Scope Meeting, the County will prepare a draft Detailed Scope of Work which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the County, will be the basis on which the Contractor will develop its Job Order Proposal and the County will evaluate the same.

4.2. The County may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the County cannot agree on the quantities required, or for any other reason as determined by the County. In all such cases, the County shall issue a

Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

4.3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

5. PREPARE THE JOB ORDER PROPOSAL

5.1. The Contractor will prepare a Job Order Proposal including:

5.1.1. Price Proposal;

5.1.2. Support documentation for Non-Prepriced Tasks;

5.1.3. Construction Schedule;

5.1.4. List of anticipated Subcontractors including a MBE/WBE Certifications;

5.1.5. Other requested documents.

5.2. The Contractor will prepare Price Proposals in accordance with the following:

5.2.1. **Prepriced Task:** The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

5.2.2. Non Pre-priced Task:

5.2.2.1. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The County may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the County with a written explanation. If the explanation is accepted by the County, the Contractor may provide less than three quotes.

5.2.2.2. Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.

5.2.2.3. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:

For Non-Prepriced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

Total for Non-Prepriced Tasks performed with Contractor's own forces = (A+B+C) x Applicable and Appropriate Adjustment Factor

For Non-Prepriced Tasks Performed by subcontractors:

If the Non-Prepriced Task will be subcontracted, the Contractor must submit three independent quotes for the work.

D = Lowest of three subcontractor quotes

Total for Non-Prepriced Tasks performed by subcontractors = D x Applicable and Appropriate Adjustment Factor

5.2.2.4. After the cost for a Non Prepriced Task has been approved, the County may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The County reserves the right to request the Contractor provide current quotes for any Non Prepriced Task approved previously.

5.2.2.5. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

5.3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the County may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed $1,000.

5.4. Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 35% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,

a) identify the specific material that has experienced a major spike,

b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and

c) demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.

The County, at its option, may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order

5.5. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid with mark-up.

5.6. To compensate the Contractor for the JOC System License on reimbursable work, the adjustment applied to reimbursable tasks shall be equal to 1.0101.

5.7. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.

5.8. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.

5.9. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the County requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.

5.10. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

5.11. In emergency situations and minor maintenance and repair Job Orders requiring an immediate response, the Job Order Proposal may be required in less than seven days, or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

5.12. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the County. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.

5.13. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.

5.14. The Contractor will not be permitted to add labor hours to the Job Order Price Proposal for time associated with ingress procedures and inspections of labor, materials, and or equipment.

6. REVIEW THE JOB ORDER PROPOSAL

6.1. The County will review the Job Order Proposal.

6.2. All incomplete Job Order Proposals shall be rejected.

6.3. The County will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.

6.4. The Contractor may choose the means and methods of construction. Provided, however, the County may reject any means and methods proposed by the Contractor that:

6.4.1. Will constitute or create a hazard to persons or property;

6.4.2. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or

6.4.3. Unnecessarily increases the Job Order Price when alternative means and methods are available.

6.5. By submitting a Job Order Proposal to the County, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.

6.6. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the County.

7. ISSUE THE JOB ORDER

7.1. If the Job Order Proposal is found to be complete and accurate, the County may issue a Job Order to the Contractor.

7.2. The Job Order signed by the County and delivered to the Contractor constitutes the County's acceptance of the Contractor's Job Order Proposal.

7.3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.

7.4. All clauses of the Master Agreement shall apply to each Job Order.

7.5. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

7.6. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.

7.7. The County may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing, or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the County. The County may perform such work by other means.

7.8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,

8. CHANGES IN THE WORK

8.1. The County, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.

8.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders

8.3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

9. LIQUIDATED DAMAGES

9.1. At the sole discretion of the County, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages.

Value of Job Order	Liquidated Damages
$0 to $10,000	$100/Day
$10,001 to $50,000	$250/Day
Over $50,000	$500/Day

10. KEY PERSONNEL

10.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the County and shall have a cell phone at which he or she can be reached at all times.

10.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the County of a substitute Superintendent. **At all times, the Contractor shall provide at least one Superintendent for every four Job Orders**. Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision, the County may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the County.

11. LICENSE REQUIREMENTS

11.1. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the County evidence that it and its subcontractors hold the required licenses.

12. AS-BUILT DRAWINGS

12.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-

Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

13. JOB ORDER CONTRACTING SOFTWARE AND SYSTEM LICENSE

13.1. The County selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Management Software, construction cost data, and Construction Task Catalog®, which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, subcontractor lists, and other requirements specified by the County. **The Contractor shall be required to execute Gordian's General Terms of Use and pay a 1% JOC System License Fee (License Fee) on all Job Orders issued to obtain access to the Gordian JOC Solution™.**

13.2. Within two business days of receipt of a Purchase Order or Approved Job Order from the County, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.

13.3. Upon the Contractor's receipt of the initial payment from the County, Gordian will invoice the Contractor for the JOC System License Fee. The Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

13.4. Contractor shall reimburse the appropriate party for the cost and expense related to such audit.

14. ORDER OF PRECEDENCE

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

14.1. Contract Modifications (later takes precedence over earlier)

14.2. Job Order Master Agreement

14.3. Addenda (later takes precedence over earlier)

14.4. JOC Supplemental Conditions

14.5. Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)

14.6. Bid Book and Special Provisions

14.7. General Terms and Conditions

14.8. Supplementary Conditions FEMA Projects

14.9. The Construction Task Catalog®

14.10. Technical Specifications

Add the following paragraph to the end of Section 2-1.10:

Because the Job Order Contract (JOC) is an indefinite quantity contract pursuant to which Contractors will perform a variety of Job Orders, Contractors must designate Subcontractors, in accordance with California Public Contracts Code Section 4100 to 4113, inclusive, in each Job Order Proposal and not

with this bid. As part of each Job Order Proposal, the awarded JOC Contractor shall provide a list giving the name and location of place of business of each subcontractor who will perform a portion of the Job Order work in an amount in excess of one-half of one percent of the Job Order Proposal. In each instance the nature and extent of the work to be subcontracted shall be described.

Replace Section 2-1.12 with:

2-1.12A General (see also Appendix C)

Section 2-1.12 applies to Job Orders issued for a federal-aid contract.

Under 49 CFR 26.13(b):

> The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have the opportunity to participate in the Master Agreement on a Job Order by Job Order basis, where applicable. (49 CFR 26).

When Disadvantaged Business Enterprise participation is implemented, the following Sections 2-1.12B through 2-1.12B(5) may apply:

2-1.12B Disadvantaged Business Enterprise Goal (see also Appendix C: DBE)

2-1.12B(1) General

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency may show a goal for DBEs on a Job Order by Job Order basis

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: https://caltrans.dbesystem.com/.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

[49 Fed Reg 59595 (10/2/14) (to be codified at 49 CFR 26.55(d)]

2-1.12B(2) DBE Commitment Submittal (see also Appendix C: DBE)

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the contract portion of the *Bid Book*. If Exhibit 15-G is not submitted at the time of bid, make a copy of the form before submitting your bid. Forms shall not be removed.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the **5th** day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 5 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.

The successful bidder's Exhibit 15-G form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to

performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

2-1.12B(3) DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted at the time of bid, make a copy of the form before submitting your bid. Forms shall not be removed from the *Bid Book*. DBE Good Faith Efforts forms must be received by the Agency no later than 4:00 p.m. on the **5th business** day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to

a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

2-1.12B(4) DBE / Non-DBE Listing of Subcontractors

Pursuant to Title 49, Section 26.11 of the Code of Federal Regulations, as determined by the County Project Manager, the Contractor must provide information on the list of subcontractors (regardless of amount of work performed) as required on a Job Order by Job Order basis. If Exhibit 12-B, included in the bid section of the Bid Book, is not submitted at the time of bid, make a copy of the form before submitting your bid.

Replace Section 2-1.33A with the following:

Complete the forms in the *Bid Book*.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Bids must be submitted on forms included in the *Bid Book*. Bid documents can be examined at area Builder's Exchanges. Documents are available for download free of charge on CIP List (www.CIPLIST.com). Hard copies of bid documents will not be available for purchase.

In conformance with Public Contract Code Section 7106, a Non collusion Affidavit is included in the *Bid Book*. Signing the *Bid Book* shall also constitute signature of the Non collusion Affidavit.

The Bid Documents must be bound in a book together with the Notice to Bidders, Special Provisions, and contract. The Construction Task Catalog®, Technical Specifications, and any project plans are a separate attachment. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** This includes all DBE related bid forms. **An entire bound *Bid Book* shall be submitted at the time of bid opening. Neither the Bid form(s) nor any other portion of said book shall be detached therefrom.**

Bid Form Submittal Schedule for a
Federal-Aid Contract with a DBE Goal (on a Job Order by Job Order basis)

Form	Submittal deadline

Bid to the Department of Public Works	Time of bid except for the public works contractor registration number
Copy of the Bid as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractors List (Exhibit 12-B)	To be submitted on a Job Order by Job Order basis
DBE Commitment (Exhibit 15-G)	No later than 4 p.m. on the 5th day after bid opening[a]
DBE Good Faith Efforts Documentation (Exhibit 15-H)	No later than 4 p.m. on the 5th day after bid opening[a]

[a] If the last day for submitting the bid form falls on a Saturday or a holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Bid Form Submittal Schedule for a Federal-Aid Contract without a DBE Goal

Form	Submittal deadline
Bid to the Department of Public Works	Time of bid except for the public works contractor registration number
Copy of the Bid as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractors List (Exhibit 12-B)	To be submitted in each Job Order Proposal and not with this bid.

Replace Section 2-1.34 with:

Submit one of the following forms of bidder's security equal to at least $25,000:

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer

Submit cash, cashier's check, certified check, or bidder's bond with your bid proposal.

If using a bidder's bond, you may use the form in the *Bid Book*. If you do not use the form in the *Bid Book*, use a form containing the same information.

In addition to the bidder's security, bidders must submit a bonding letter from your bonding company that states ALL of the following: 1) Your Bonding Capacity (aggregate dollar amount), 2) The current amount of bonding outstanding, and 3) how long the bonding company has been providing bonds.

Delete the 2nd paragraph in Section 2-1.40

Replace the last sentence in Section 2-1.47 with:

The Relief of Bid Request form is available at the Caltrans website.

END OF SECTION

3 CONTRACT AWARD AND EXECUTION

Replace Section 3-1.04 with:

If the Department awards the contract, the award is made to the lowest responsible bidder within 60 days after bid opening. This project is bid as a unit price contract. The contract, if awarded, will be awarded to the responsive and responsible bidder with the lowest **AWARD CRITERIA FIGURE** as described in the Notice to Bidders.

The Department may extend the specified award period if the bidder agrees.

You may request to extend the award period by faxing a request to the Department at (530) 385-1293 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

3-1.04A BID PROTEST

3-1.04A(1) General

Submit any bid protest to the Engineer. Bid protests are to be delivered to the following address:

DIRECTOR OF PUBLIC WORKS
9380 SAN BENITO AVE., GERBER, CA 96035
FAX NO. 530.385.1293

3-1.04A(2) Bid Protest Procedure

a. The initial bid protest must be submitted in writing to the above address no later than 5:00 PM (PST) of the 5th business day following bid opening.

   i. The initial protest shall refer to both the Contract number and the specific portion of the document which forms the basis for the protest.

   ii. The initial protest shall include the name, address, telephone number and signature of the person representing the protesting party.

   iii. The party filing the initial protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

b. The protesting bidder shall submit to the Department a full and complete written statement specifying the grounds for the protest no later than 5:00 PM of the 5th business day following the submittal of the initial protest.

c. The Department will issue a proposed decision on the protest. The final decision on any protest shall be made by the Tehama County Board of Supervisors prior to the award of the Contract. If the Board determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

d. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any

right to further pursue the bid protest or otherwise challenge the bid award, including filing a Government Code Claim or legal proceedings.

Replace Section 3-1.05 with:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a (1) Payment Bond; provided that the bond shall be in the amount of one hundred percent (100%) of the initial contract value to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a (2) Performance Bond in the amount of one hundred percent (100%) of the Initial Contract Value to guarantee the faithful performance of the contract.

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Performance and Payment Bonds then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond each in the amount of Five Hundred Thousand Dollars ($500,000) or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Delete the Section 3-1.08

Replace Section 3-1.18 with:

The successful bidder must sign the *Master Agreement* form included in the *Bid Book*.

After Award by the County, the Engineer will issue a "Notice of Award", which includes applicable contract documents. Upon Receipt of the Notice of Award, deliver to the Engineer:

1. Signed Master Agreement form, including the attached form FHWA-1273
2. Contract Bonds
3. Documents identified in Section 3-1.07 of the Standard Specifications, "Insurance Policies"

These contract documents must be received by the Engineer before the 10th business day after the bidder receives the contract.

Executed contract documents shall be delivered to the following address:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
ATTENTION: JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
9380 SAN BENITO AVE. GERBER, CA 96035

The bidder's security may be forfeited for failure to execute the contract within the time specified.

The Engineer will furnish to the Contractor, upon request and free of charge, three copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

Replace Section 3-1.19 with:

In the event of failure of the lowest responsible bidder to execute the contract documents or other required actions, the second lowest responsible bidder, or the third lowest responsible bidder to execute

the contract as required in Section 3-1.18 “Contract Execution” within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the Bid guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

END OF SECTION

4 SCOPE OF WORK

Replace Section 4-1.05A with:

The Department may make changes within the Detailed Scope of Work and add extra work, subject to the limitations of Section 20395, subdivision (d)(2) of the Public Contract Code. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Supplemental Job Order. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders

A Supplemental Job Order is approved when the Department signs the Supplemental Job Order.

Until the Department approves a Supplemental Job Order, continue to perform the work under the Contract. If ordered in writing by the Engineer, you shall proceed with the work so ordered prior to actual receipt of an approved Supplemental Job Order therefore. In those cases, the Engineer will, as soon as practicable, issue an approved Supplemental Job Order for the ordered work.

Refer to Section 5-1.27E, “Change Order Bills”.

Replace Section 4-1.06A with:

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

4-1.06A(1) Subsurface Conditions

In the event the work hereunder requires digging trenches or excavation deeper than four (4) feet, the Contractor shall promptly, and before the following conditions are disturbed, notify the Department by written notice of:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

Upon such notification, the Department shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for performance of any part of the work, shall issue a Supplemental Job Order under the procedures described in the Standard Specifications and these Special Provisions.

In the event that a dispute arises between the Department and the Contractor whether the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

4-1.06A(2) Significant Changes in the Character of Work

In regards to significant changes in the character of work, the following shall apply:

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract or Job Order nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the Job Order, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the Job Order. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:

    - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
    - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

END OF SECTION

5 CONTROL OF WORK

Replace the last paragraph of Section 5-1.01 with:

Use contract administration forms available at the Caltrans website.

Delete Section 5-1.09

Replace the 2nd paragraph of Section 5-1.13A with:

Before subcontracted work starts, submit a Subcontracting Request form. The Subcontracting Request form (Exhibit 16-B/CEM-1201) shall be submitted in accordance with Section 3-1.18 of these Special Provisions.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

REQUEST NUMBER

CONTRACTOR NAME	COUNTY	ROUTE
BUSINESS ADDRESS		CONTRACT NUMBER
CITY AND STATE	ZIP CODE	FEDERAL-AID PROJECT NUMBER *(from special provisions)*

SUBCONTRACTORS (Name, Business Address, Phone)	CA STATE CONTRACTOR LICENSE NUMBER	PUBLIC WORKS CONTRACTOR REGISTRATION NUMBER	BID ITEM NUMBER(S) (1 per line)	PERCENTAGE OF BID ITEM SUBCONTRACTED	CHECK IF (See Categories Below) 1	2	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBCONTRACTED	DOLLAR AMOUNT BASED ON BID AMOUNT

Categories: **1. Listed Under Fair Practices Act** **2. Certified Disadvantaged Business Enterprise/Disabled Veteran Business Enterprise**

I certify that:

- The specifications for labor set forth in the contract apply to the subcontracted work.
- If applicable (federal-aid projects only), Form FHWA-1273 has been inserted in the subcontracts and will be incorporated in any lower-tier subcontract.
- Written contracts have been executed for the subcontracted work noted above.

CONTRACTOR'S SIGNATURE | DATE

This section is to be completed by the resident engineer.

1. Total of bid items		$
2. Bid items previously subcontracted	$	
3. Bid items subcontracted (this request)	$	
4. Total of lines 2 and 3	$	
5. Maximum amount of work allowed to be subcontracted (multiply line 1 by %)	$	
6. Minimum amount prime contractor must perform with own forces (multiply line 1 by %)		$

APPROVED

RESIDENT ENGINEER'S SIGNATURE | DATE

Copy Distribution: Original - Contractor **Copy** - Resident Engineer

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

DLA SUBCONTRACTING REQUEST

LAPM 16-B (NEW 12/2021)

INSTRUCTIONS

All first-tier subcontractors must be included on a subcontracting request.

Before subcontracting work starts, the contractor will submit an original Form LAPM 16-B according to the *Standard Specifications*.

- Ensure all subcontractors are:

  1. Listed on the subcontractor list at the time of bid, per the Subletting and Subcontracting Fair Practice Act; OR

  2. All 1st tier subcontractors regardless of dollar value.

When an entire item is subcontracted, show the contractor's bid price.

When a portion of an item is subcontracted, describe the portion and show the percentage of the bid item and value.

- Compare line 5 to line 4. If line 5 is greater than line 4 the request can be approved.
- After approval, the resident engineer returns the original to the contractor and completes the remaining distribution as listed on the bottom of the form.
- Labor Compliance Officer to review subcontractor licensing and registration.
- Labor Compliance Officer completes PWC-100 form on California Department of Industrial Relations site for subcontractors that were not required to be listed at time of bid on the Subcontractor List form.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS OF LISTED SUBCONTRACTORS OR DISADVANTAGED BUSINESS ENTERPRISE.

Replace Section 5-1.13B(1) with:

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and NON-DBE)* and Exhibit 15-G *Construction Contract DBE Commitment* (included in the bid section of the *Bid Book*) unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer in writing of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F: *Monthly Disadvantaged Business Enterprise (DBE) Payment*) (see also Appendix C: DBE)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month submit a *Monthly DBE Trucking Verification* form (Exhibit 16-Z1). The Monthly DBE Trucking Verification form (Exhibit 16-Z1) may be found online at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a *Disadvantaged Business Enterprises (DBE) Certification Status Change* form (Exhibit 17-O). **Submit the form within 30 days of contract acceptance.**

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), and First-Tier Subcontractors* form. **Submit it within 90 days of contract acceptance.** The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

Replace the 2nd paragraph of Section 5-1.13B(2) with:

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the bid section of the *Bid Book*.

Replace the 7th paragraph of Section 5-1.13B(2) with:

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute. You may be subject to other sanctions under 49 CFR26.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Completion Date
5. Contractor/Consultant	6. Business Address		7. Final Contract Amount

8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/ Decertification Date (Letter Attached)	13. Comments

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

ADA NOTICE: For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS –DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE's Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
15. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor's preparer.
18. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify
that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.

Exhibit 17-F: Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

1. Local Agency Contract Number	2. Federal-Aid Project Number	3. Local Agency	4. Contract Acceptance Date
5. Contractor/Consultant	6. Business Address	7. Final Contract Amount	

8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment
				Non-DBE	DBE		

15. ORIGINAL DBE COMMITMENT AMOUNT $ _____ 16. TOTAL

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
17. Contractor/Consultant Representative's Signature	18. Contractor/Consultant Representative's Name	19. Phone	20. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAVE BEEN MONITORED			
21. Local Agency Representative's Signature	22. Local Agency Representative's Name	23. Phone	24. Date

DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Acceptance Date - Enter the date the contract was accepted by the Local Agency.
5. Contractor/Consultant - Enter the contractor/consultant's firm name.
6. Business Address - Enter the contractor/consultant's business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant's item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. Contractor/Consultant Representative's Signature - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. Contractor/Consultant Representative's Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor's preparer.
21. Local Agency Representative's Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.

Delete Section 5-1.13C

Delete Section 5-1.13D

Replace the first paragraph of Section 5-1.20B(3) with:

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor. Unless otherwise specified by the Engineer in writing, all after-award PLACs are to be obtained by the Contractor.

Add to Section 5-1.20C:

Contractor is required to provide the following submittals to UPRR for review and coordination:

1. A Work Plan/Schedule for staging/operating equipment with potential to foul tracks,
2. A Work Plan for grading and placement of rip-rap on the UPRR right-of-way as proposed,
3. A Site Specific Track//Bridge Monitoring Plan to be implemented during pile driving and other activities that have the potential to shift track, initiate settlement or adversely affect railroad structures (compliant with monitoring requirements).
4. Refer to "Joint BNSF Railway and UPRR Guidelines for Railroad Grade Separation Projects" for additional submittals.

Replace Section 5-1.24 with:

5-1.24 CONSTRUCTION STAKING

5-1.24A General

The Contractor places stakes and marks under Chapter 12, "Construction Surveys," of the Caltrans *Survey Manual*.

The Contractor must perform construction staking as necessary to control the work, including but not limited to the UPRR Track and Bridge Monitoring Plan and the survey monitoring that goes with the plan. Furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to you at the pre-construction conference for use in performing the construction staking.

Preserve stakes and marks. If the stakes or marks are destroyed, the Contractor replaces them at no additional cost.

5-1.24A(1) Submittals

You must submit all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer prior to beginning work that requires their use.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the County.

5-1.24B Contractor Construction Surveys for Automated Machine Guidance

The Contractor shall set control points to a minimum of 0.07 foot local horizontal accuracy and third order vertical accuracy standards.

For slope stakes and rough grade stakes, the Contractor shall set 6 survey control points or 2 control points per mile, whichever is greater.

et slope stakes and rough grade stakes at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 200 feet, whichever is greater, on a curve
4. Every 500 feet on tangents

For final grade stakes, sets survey control points under Chapter 12, "Construction Surveys," Section 12.1-6, "Automated Machine Guidance (AMG)," and figure 12-2 of the Caltrans *Survey Manual*. Set final grade stakes at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 100 feet, whichever is greater, on a curve with a radius of 1,200 feet or less
4. Midpoint or every 200 feet, whichever is greater, on a curve with a radius of more than 1,200 feet
5. Every 200 feet on a tangent

Under Chapter 12, "Construction Surveys," of the Caltrans *Survey Manual*, provide (1) staking for intersections, clearing, fencing, drainage, curbs, structures, abutment fill, wall, and miscellaneous areas and (2) additional survey control or staking for earthwork in areas where global navigation satellite system (GNSS) coverage is inadequate for automated machine guidance.

5-1.24C CONSTRUCTION

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

5-1.24D PAYMENT

The County pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract.
2. A total of 100 percent of the item total upon submission of final computations, notes and other data.

The contract lump sum price paid for construction staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing construction staking, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace Section 5-1.25 with:

5-1.25 AUTOMATED MACHINE GUIDANCE

5-1.25A General

You may use automated machine guidance (AMG) if the AMG meets or exceeds the staking tolerances described in Section 12.5, "Typical Caltrans-Furnished Construction Stakes," of the Caltrans *Survey Manual*.

You are responsible for determining whether the work and site conditions are practical for AMG use.

Furnish a GNSS rover compatible with your GNSS base station or the GNSS correction service you subscribe to.

At the preconstruction conference, be prepared to discuss survey control points, site and equipment calibration, inspection methods, conflict resolution, and staking.

5-1.25B Definitions

automated machine guidance (AMG): Technology that uses positioning devices, singly or in combination, such as global navigation satellite systems (GNSS), total stations, or rotating laser levels, to determine and control the real-time position of construction equipment using onboard computer equipment.

California Coordinate System of 1983 (CCS83): CCS83 as defined in Pub Res Code § 8801.

digital construction model (DCM): Three-dimensional model used by the Contractor's AMG equipment.

digital design model: Three-dimensional model consisting of roadway design alignments, profiles, and cross sections representing the finished grade.

digital terrain model: Three-dimensional model representing the original ground before job site activities start.

global navigation satellite system (GNSS): Satellite system used to pinpoint the geographic location of a user's receiver anywhere in the world. Two GNSS systems are in operation: the US GPS and the Russian Federation's GLONASS. Each of the GNSS systems uses a constellation of orbiting satellites working in conjunction with a network of ground stations.

GNSS base station: Single ground-based system consisting of a GNSS receiver, antenna, and telemetry equipment that provides differential GNSS correction signals to other GNSS receivers or rovers. Multiple base stations can be combined into a GNSS network.

GNSS correction service subscription: Subscription service to receive differential GNSS correction signals for higher accuracy GNSS positioning without the need of a GNSS base station. Signals are normally received via cellular wireless data services.

GNSS rover: Portable GNSS antenna, receiver, rod, and data collector with telemetry equipment for real-time point measurements.

grid: Cartesian coordinate system of Northing (y) and Easting (x) coordinates using CCS83.

robotic total station: Survey instrument capable of tracking an optical target and providing real-time coordinates of the target to the equipment operator and AMG equipment. A robotic total station unit can provide AMG if site conditions do not allow GNSS receivers to be used and if a higher accuracy is required than the GNSS provides.

site calibration or localization: Process that establishes the relationship between the observed control point coordinates and the site coordinate system, which is usually grid. The term applies to both GNSS and robotic total station equipment.

5-1.25C Electronic Files

Electronic design files include:

1. Digital terrain model in LandXML format
2. Roadway design alignments and profiles in LandXML format
3. Cross sections in PDF format

The County makes electronic design files available as supplemental project information.

You must create the digital construction models.

Convert the electronic design files to a format compatible with your AMG system. Manipulation of the electronic design files is at your own risk.

Submit copies of the digital construction model files and any updates to them in LandXML format.

Digital design model information may not exist for contour grading and some drainage areas. The Engineer places stakes for these areas.

The Engineer provides you with updated electronic data whenever the Engineer determines a plan change materially affects the finished grade. For minor grade changes, the Contractor places stakes and marks.

5-1.25D Quality Control Plan

Submit an AMG QC plan at least 15 days before starting work requiring AMG. The plan must include the following information:

1. Contract number
2. Name and contact information of the AMG QC technician
3. Limits of the area for which the AMG will be used
4. Scope of work to be completed using AMG for the following work categories:
   - 4.1. Clearing and grubbing
   - 4.2. Earthwork
   - 4.3. Trench excavation
   - 4.4. Rough grading
   - 4.5. Subgrade
   - 4.6. Subbase
   - 4.7 Base
   - 4.8. Curb and gutter
   - 4.9. Cold planning or milling existing pavement
   - 4.10. Paving
   - 4.11. Intelligent compaction
   - 4.12. Concrete barrier
   - 4.13. Finishing roadway
5. Project control plan sheet detailing control points covering the job site
6 List of GNSS equipment, including:
   - 6.1. Type
   - 6.2. Manufacturer
   - 6.3. Model
   - 6.4. Software version
7. Description of GNSS site calibration or localization checking, including:
   - 7.1. List of equipment requiring calibration or localization checking
   - 7.2. Site calibration or localization procedures
   - 7.3. Frequency of calibration or localization
   - 7.4. Format for recording calibrations or localizations, including:
     - 7.4.1. Date
     - 7.4.2. Locations where calibration or localization was performed
     - 7.4.3. GNSS equipment manufacturer and model
     - 7.4.4. Range of required tolerance
     - 7.4.5. Name and signature of the person performing calibration or localization
   - 7.5. Reporting time for submitting records of calibration or localization
8. Description of daily GNSS equipment or robotic total station equipment check-testing procedures, including the format for recording daily check testing
9. List of AMG onboard computer equipment, including:
   - 9.1. Type
   - 9.2. Manufacturer
   - 9.3. Software version
   - 9.4. List of AMG-controlled equipment, including:
     - 9.4.1. Type, such as loader or grader
     - 9.4.2. Manufacturer
     - 9.4.3 Model
10. Procedures for AMG-controlled equipment calibration, including:
    - 10.1. Description of equipment calibration procedures

10.2. Frequency of calibration
10.3. Format for recording calibration information

11. Electronic data file control, including:
    11.1. Name and contact information of the person responsible for the electronic files
    11.2. DCM file-naming convention
    11.3. Description of the process that will be used to upload the DCM to the AMG equipment
    11.4. Description of the process that will be used whenever updated DCM files are required to be uploaded to the AMG equipment

If QC procedures or personnel change, submit a QC plan supplement describing the change.

5-1.25E Quality Control Technician

During AMG activities, provide a QC technician to be responsible for:

1. GNSS site calibration or localization and upload to all GNSS receivers
2. Maintenance of GNSS and AMG equipment
3. Documentation of the calibration or localization and maintenance of GNSS equipment
4. Daily calibration and documentation of AMG equipment
5. Daily setup and takedown of GNSS and robotic total station components

5-1.25F Just-in-Time Training

Provide at least 8 hours of JIT training on the GNSS rover for up to 3 County employees. Provide training materials and equipment.

The JIT training must cover the following topics:

1. Background information for the GNSS to be used
2. Setup and calibration checks for:
    2.1. GNSS receiver
    2.2. GNSS base station
    2.3. GNSS rovers
    2.4. Machinery
3. Operation of the GNSS rover, including:
    3.1. Setup data collection
    3.2. Settings for alignments and profiles
    3.3. Onboard display options
4. Demonstration of grade checking using the rover

5-1.25G Construction

5-1.25G(1) General

If you find a discrepancy in any survey control point, survey stake, or in the electronic data provided, immediately, submit an RFI.

5-1.25G(2) GNSS Site Calibration or Localization

Perform GNSS site calibration or localization to the survey control points at least 5 business days before starting work requiring AMG.

Check each survey control point for accuracy. Submit the GNSS site calibration or localization results within 1 business day of the calibration or localization testing. Allow 3 business days for the review of the results

5-1.25G(3) GNSS Check Testing

Before starting daily work requiring AMG, conduct check testing for the proper setup of the GNSS or robotic total station equipment. Ensure the GNSS or robotic total station equipment achieves accuracies within:

1. 0.10 foot in both horizontal and vertical directions for rough grading
2. 0.05 foot in horizontal directions and 0.02 foot in vertical directions for final grades

Before starting daily production, conduct check testing of the AMG equipment and the GNSS rovers.

Within 1 business day after check testing, submit the check-testing results as informational submittals.

5-1.25G(4) Grade Verification

If requested, provide a GNSS rover and personnel to operate it for the Engineer's use in verifying grades. This is Supplemental Job Order work.

Replace Section 5-1.26 with:

5-1.26 GRADE QUALITY CONTROL

Use a GNSS rover, robotic total station equipment, or a level to check the grades at the frequencies shown in the following table:

Grade Checking Requirements

Type of work	Area or distance represented by the grade checking	Frequency (number of grade points)
Earthwork for cut and fill slopes ≤15 feet	200 feet	2
Earthwork for cut and fill slopes >15 feet	1,000 sq yd	1
Rough grading	1,000 sq yd	1
Trenching	100 feet	6
Subgrade	1 mi	30
Subbase layer	1 mi	50
Base layer	1 mi	100
Curb and gutter	100 feet	6
Concrete barrier	100 feet	5
Finishing roadway	1,000 sq yd	2

Increase the frequency of grade checking of a roadway:

1. Wherever its curve radius is 500 feet or less
2. In areas of a superelevation transition
3. At intersections

Notify the Engineer when an area is ready for line and grade inspection. Submit the grade checking results on a Grade Checking Report form as an informational submittal.

Replace Section 5-1.27E with:

Maintain separate records for Supplemental Job Order work costs.

Supplemental Job Order bills shall be submitted hard copy and shall adhere to Section 5-1.23 “Submittals” of the Standard Specifications.

Replace Section 5-1.32 with:

The Contractor shall confine his operations to designated property, road rights-of-way, existing easements, or as identified and designated on the Plans. Any encroachment onto lands outside of these aforementioned areas will require the contractor to supply, in writing, an agreement which shows a right-of-entry, temporary construction easement, proof of ownership or other form of right to use such land(s) PRIOR to the encroachment or use of such lands. Contractor shall also acknowledge, understand and comply with the limitations of activities relating to the approved CEQA and NEPA environmental documents which may

limit scope of impacts. Failure to comply with the provisions for construction limits shall result in the immediate suspension of all work until the provisions have been met.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add the following between the 2nd and 3rd paragraphs of Section 5-1.36C(3):

Contractor should be aware there are utilities to be relocated that may affect work.

The utility owner will relocate a utility as shown in tables provided on a Job Order by Job Order basis, before the corresponding date shown:

Replace Section 5-1.40 with:

5-1.40 PROTECTION FROM VANDALISM

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefore.

Add the following to the end of Section 5-1.43A:

Potential claim forms are located on the Caltrans' website: https://dot.ca.gov/programs/construction

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the Contractor to the County.

Replace Section 5-1.43(E) with:

5-1.43E(1) General

Your use of the claims resolution process available in Pub Contract Code § 9204 (and set forth in Section 5-1.43E(2)) shall not satisfy or otherwise excuse your compliance with the potential claims and dispute resolution procedures set forth in Section 5-1.43.

Add to 5-1.43E(2) the following Public Contract Code Section 9204:

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to

have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

SEC. 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Add the following to the end of Section 5-1.43E(3):

5-1.46E(3)(e) Dispute Resolution Board Agreement

DISPUTE RESOLUTION BOARD AGREEMENT

(REV 8/14/2013)

_____ Contract No. _____

(Contract Identification)

THIS DISPUTE RESOLUTION BOARD AGREEMENT, hereinafter called "AGREEMENT", made and entered into this _____ day of _____, _____, between the County of Tehama, acting through the Department of Public Works and the Public Works Director, hereinafter called the "COUNTY," _____ _____ hereinafter called the "CONTRACTOR," and the Dispute Resolution Board, hereinafter called the "DRB" consisting of the following members:

_____ ,

(DRB Member)

_____ ,

(DRB Member)

and _____

(DRB Chairperson)

WITNESSETH, that

WHEREAS, the COUNTY and the CONTRACTOR, hereinafter called the "parties," are now engaged in construction under the 2024 Job Order Contracting Program referenced above; and

WHEREAS, the Standard Specifications for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the COUNTY, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the COUNTY, the CONTRACTOR, and the DRB members hereto agree as follows:

SECTION I DESCRIPTION OF WORK

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The DRB is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRB shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRB shall perform the services necessary to participate in the DRB's actions as designated in Section III, Scope of Work.

SECTION II DRB QUALIFICATIONS

DRB members shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Resolution Board Foundation. Candidates shall have substantial experience in or directly related to public works heavy highway construction projects with or on behalf of federal, state or local government agencies, particularly Caltrans.

Experience shall be a minimum of 10 years in any combination of the following:

a) Supervisor, manager, or executive in public works heavy highway construction contracts with emphasis in resolution of disputes arising out of said contracts.

b) Attorney representing parties in litigating or arbitrating public works heavy highway construction contract claims.

c) Judge or arbitrator adjudicating or otherwise resolving public works heavy highway construction contract claims.

No DRB member shall have prior direct involvement in this contract. No DRB member shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRBs and DRAs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRB members shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

SECTION III SCOPE OF WORK

The scope of work of the DRB includes, but is not limited to, the following:

A. PROCEDURES

The DRB shall establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRB established procedures shall only be implemented upon approval of the parties.

The DRB Chairperson shall schedule progress and dispute meetings and any other DRB activities.

The parties shall not call on any of the DRB members, who served on this contract, as a witness in arbitration proceedings, which may arise from this contract.

DRB members shall have no claim against the COUNTY or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRB's opinions.

During progress or dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties. Discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

B. PROGRESS MEETINGS

DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Scheduled progress meetings may be waived, if the parties are in agreement, when the only work remaining is plant establishment work. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the COUNTY's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.

4. An outline by the COUNTY's representative of the status of the work as the COUNTY views it.
5. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
6. A brief description by the CONTRACTOR's and the COUNTY's representative of potential claims and disputes that have surfaced since the last meeting.
7. A summary by the COUNTY's representative, the CONTRACTOR's representative, or the DRB of the status of past potential claims and disputes.

The COUNTY's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

C. DISPUTE MEETING

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

Either the COUNTY or the CONTRACTOR may request a dispute meeting with the DRB. The requesting party shall simultaneously notify the other party of each dispute meeting request. Upon being notified of the need for a dispute meeting, the DRB shall review and consider the dispute. The DRB shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.
Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

No DRB dispute meeting shall take place later than 30 days prior to acceptance of the contract.

There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

> The DRB, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved Supplemental Job Order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRB may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRB shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRB questions and requests.
There shall be no testimony under oath or cross-examination, during DRB dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with the procedures established at the first meeting between the DRB and the parties. These established procedures need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by two or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB shall make every effort to reach a unanimous decision.

1. TRADITIONAL DISPUTE MEETING:

The following procedure shall be used for the traditional dispute meeting:

a. Within 21 days after receiving the COUNTY's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRB if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRB, simultaneously copied to the COUNTY. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.

b. The parties shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.

c. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties.

d. The DRB may request clarifying information of either party within 10 days after the dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request.

e. The DRB shall furnish a written report to the parties with its conclusion(s) and recommendation(s). The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of the parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the dispute, and the DRB's interpretation and reasoning in arriving at its conclusion(s) and recommendation(s) and, if appropriate, recommends guidelines for determining compensation. The DRB's written opinion shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

f. Within 30 days after receiving the DRB's report, the parties shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or a written response requesting the DRB reconsider their recommendation, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

g. Either party may seek a reconsideration of the DRB's recommendation. The DRB shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 30 day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

h. If the parties are able to settle their dispute with the aid of the DRB's report, the COUNTY and the CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the settlement, either party may request the DRB to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

An informal dispute meeting shall be convened, only if, the parties and the DRB agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

a. The parties shall furnish the DRB with one copy of pertinent documents requested by the DRB that are or may become necessary for the DRB to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRB.
b. After the dispute meeting has concluded, the DRB members shall deliberate in private the same day until a response to the parties is reached or as otherwise agreed to by the parties.
c. The DRB then verbally delivers its recommendation with findings, including minority opinion, if any, to the parties.
d. After the recommendation is presented, the parties may ask for clarifications.
e. Occasionally the DRB may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRB may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
f. If the parties are able to settle their dispute with the aid of the DRB's opinion, the COUNTY and the CONTRACTOR shall promptly accept and implement the settlement of the parties.
g. The DRB will not be bound by its verbal recommendation in the event that a dispute is later heard by the DRB in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.15C, "Dispute Resolution Board," of the Standard Specifications or subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

DRB members shall not begin work under the terms of this AGREEMENT, until authorized in writing by the COUNTY or as agreed to by the parties. Once established, the DRB shall be in operation until the Director accepts the contract. If the contract is terminated in accordance with Section 8-1.08, "Termination of Control," of the Standard Specifications, the DRB will be dissolved.

SECTION V PAYMENT

Each DRB member shall be compensated at an agreed rate of $1,500 per day for time spent per meeting, either at start of project, or a scheduled progress or a dispute meeting. A member serving on more than one COUNTY DRB or DRA, regardless of the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB member to review and research activities outside the official DRB meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRB, has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of $150 per hour. The agreed amount of $150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The COUNTY will provide administrative services such as conference facilities to the DRB.

A. PAYMENT PROCESSING

The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by each DRB member, and technical services.

DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the COUNTY and the CONTRACTOR.

B. INSPECTION OF COSTS RECORDS

DRB members and the CONTRACTOR shall keep available for inspection by representatives of the COUNTY and the United States federal government, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

SECTION VI ASSIGNMENT OF TASKS OF WORK

DRB members shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF A DRB MEMBER

DRB members may resign after providing not less than 15 days written notice of their resignation to the COUNTY and the CONTRACTOR. A DRB member may be terminated, by either party, for failing to comply at all times with all required employment or financial disclosure conditions of DRB membership in conformance with the terms of the contract and this AGREEMENT.

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

A. The COUNTY may terminate service of the COUNTY appointed member.
B. The Contractor may terminate service of the Contractor appointed member.
C. Upon the written recommendation of the COUNTY and Contractor appointed members for the removal of the third member.
D. Upon resignation of a member.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Resolution Board Agreement shall be amended to reflect the change of a DRB member.

Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and DRB members.

SECTION VIII LEGAL RELATIONS

The parties hereto mutually understand and agree that each DRB member in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the COUNTY, the parties shall jointly indemnify and hold harmless the DRB members from and

against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

SECTION IX CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION X DISPUTES

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved in a court of competent jurisdiction within the County of Tehama.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including an individual member of the DRB, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB that do not become part of the project records.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

SECTION XIII CERTIFICATION OF CONTRACTOR, DRB, AND COUNTY

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

By: _____

Title: _____

DRB MEMBER

By: _____

Title _____

DRB CHAIRPERSON

By :_____

Title :_____

CONTRACTOR

By: _____

Title: _____

DEPARTMENT

OF TRANSPORTATION

By: _____

Title: _____

Replace Section 5-1.48 with:

5-1.48 INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM

5-1.48A General

The Engineer and Contractor shall utilize Virtual Project Manager (http://www.virtual-pm.com/), herein after called VPM, for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is an electronic project management system accessible through the Internet browser used to create, share, and review construction management documentation; there is no software to install. VPM is provided by the Engineer at no cost to the Contractor. VPM will be made available to all Contractors' personnel, subcontractor personnel, suppliers, consultants, Engineer, and any of Engineer's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

The Engineer will establish the Contractor's access to VPM by enabling access and assigning user profiles to Contractor personnel, including subcontractors and suppliers, as requested by Contractor. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between the Contractor and its subcontractors and suppliers on VPM shall be the responsibility of the Contractor.

The Contractor shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, the Contractor will upgrade their system(s) to meet or exceed the recommendations. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Contractor shall ensure its own connectivity to VPM through their internet service provider.

The Contractor shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. The Contractor shall utilize the existing forms in VPM to the maximum extent possible. If a form does not exist in VPM the Contractor must include their own form or a form provided by the Engineer as an attachment to a submittal, Request for Information (RFI), or other document within VPM. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

Contractor shall provide a list of key VPM personnel for the Engineer's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number, and email address. The Engineer is responsible for adding and removing users from the system and establishing read, write, and approval permission levels.

In addition, The Owner selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner.

5-1.48B Project Summary

The project summary tab provides an overall summary of the project. It includes the current weather, the working days remaining and a summary of work for the past week. The summary of work is generated from the County's project inspector and the daily logs. This tab is for information only and the Contractor shall not take any action here.

5-1.48C Task Manager

The project schedule the Contractor submits is converted into a format that is uploaded by the Engineer into the task manager tab. The Contractor is responsible for providing schedule updates to the Engineer whenever the work progress in a manner different than the approved schedule.

5-1.48D Change Order Manager

The change order manager tab shall be used to track project change orders. Any potential change orders shall be tracked as a RFI in the RFI tab. Once the Engineer agrees that a RFI will result in a contract change order, a new contract change order shall be created by the Engineer in the change order manager tab. The Engineer will finalize the contract change order through this tab.

5-1.48E Transmittals

The transmittal tab shall be used to communicate general project information amongst all parties as well as used by the Contractor in the submission of certified payroll reports. The Engineer will upload the project-specific information including: bid documents, conformed plans, conformed specifications and the Notice to Proceed to the transmittal tab.

The Contractor shall submit certified payroll reports on a weekly basis through the transmittal tab. Each week shall have a separate transmittal where all the certified payroll reports and statements of non-performance for each contractor shall be posted.

5-1.48F Submittals

All submittals shall be submitted through the submittal tab. The preferred document type is PDF.

Before making submittals, the Contractor shall ensure that products and materials will be available in the quantities and in the time required by the Contract and the approved schedule of activities. Each submittal shall be legible and clearly identify, by highlighting, arrows or other defined and permanent mark, the products and materials proposed for use.

All submittals shall be generated from the prime contractor and any submittals that are uploaded by subcontractors or suppliers will not be reviewed. Contractor shall carefully review all subcontractor and suppliers submittals before submitting it to the Engineer for review. If a submittal contains extraneous information, unmarked options or is otherwise incomplete, it will be rejected and the Contractor shall make corrections and upload the resubmittal. Any resubmittal shall be made to the same transmittal item in VPM.

Submittals shall be processed by the Engineer within ten working days after upload to VPM. The Engineer will review submittals for general conformance with the Contract Documents and standards. Such review by the Engineer shall not relieve the Contractor of any responsibility for full compliance with the Contract Documents. Unless specifically authorized to do so by the Engineer, the Contractor shall not procure, manufacture, or fabricate any part of the contract work until submittals related to said contract work have been approved by the Engineer.

Each submittal shall have a unique title that is comprised of the item followed by a comma and the section of the specifications that reference the item (e.g. Minor Concrete, Section 90-2). The submittal type shall either be project materials or project information. The submittal description shall be used to identify any pertinent information or list a description of the item being submitted.

Certificates of compliance shall be submitted through the submittal tab. The submittal type shall be "certificate of compliance".

The Contractor shall submit progress invoices on the last working day of the month through the transmittal tab (select "progress invoice" for the type). The Engineer will review the submitted content and if found acceptable the Engineer will upload an official invoice for the Contractor to sign. The Contractor shall sign in blue ink and upload the signed invoice to the same transmittal where the Engineer will then process for payment.

5-1.48G Request for information (RFI)

The RFI tab shall be used to request information from the Contractor to the Engineer. The Contractor shall create a RFI upon recognition of any event or question of fact arising from the contract work. The RFI type for this submittal shall be "Request for Information." The Engineer will also utilize the RFI tab in a similar manner when there is a question for the Contractor; this RFI type shall be "Response Required."

The Engineer will respond to a RFI submitted by the Contractor within five days. The Contractor shall proceed with the work unless otherwise ordered. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5-1.43 "Potential Claims and Dispute Resolution" of the Standard Specifications.

If the Engineer states the RFI leads to a change in scope, change in conditions, differing site conditions or extra work; a contract change order will be issued.

5-1.48H Daily Logs

The daily log tab is used by the County to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab.

5-1.48I Weekly Statement of Working Days (WSWD)

The weekly statement of working days will be posted to the WSWD tab. VPM automatically generates the WSWD from the information entered into the daily log tab. The WSWD shows the working days and non-working days charged for the reporting week, any time adjustments, a work completion date with the remaining working days left in the contract and the controlling activities for the week.

The Contractor will be allowed 15 days from the last working day of the weekly statement to protest in writing the correctness of the statement. The Contractor shall submit a transmittal stating what is being protested and the reasons for protest. The Engineer will respond to the protest. The Contractor may protest the Engineer's response by submitting a claim in accordance with Section 5-1.43 "Potential Claims and Dispute Resolution" of the Standard Specifications.

END OF SECTION

6 CONTROL OF MATERIAL

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   > I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
    - 10.1. Source property history
    - 10.2. Land use adjacent to source property
    - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

   > The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable

for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000-40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0

3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6 Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is Supplemental Job Order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

1. Produced in the United States
2. Derived from waste tires taken from vehicles owned and operated in the United States

6-1.04C Steel and Iron Materials

Steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or $2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufacturing includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6-1.04D Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

6-1.04E Construction Materials

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1. Polyvinylchloride
   2.2. Composite building materials
   2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Replace Section 6-2.01A with:

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

Quality assurance includes sampling, testing, and inspections performed under your QAP to (1) control material quality and (2) ensure the specified quality characteristics for the project are met. Allow the Department to record, including photograph and video record, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Department performs if they are available at the job site.

Schedule work to allow time for QAP.

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

For a material specified to comply with a State Specification number, the material may comply with a later version of the specification. Obtain State Specifications from METS.

For a material to comply with a property show in the following table, the Department tests under the corresponding test methods shown:

Table 1: Typical Test Methods

PROPERTY	TEST METHOD
Relative Compaction	ASTM D2922 and D3017
Sand Equivalent	CT 217
Resistance (R-Value)	CT 301
Grading (sieve analysis)	CT 202
Durability Index	CT 229

Add to the end of Section 6-2.01C:

The Department adopts Caltrans's maintained Pre-Qualified Products List (Authorized Materials List) for various construction materials, which can be found at:

https://dot.ca.gov/programs/engineering-services/authorized-materials-lists.

Materials may be used or specified to be on this maintained list. The Engineer shall not be precluded from sampling and testing products on the Pre-Qualified Products List.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications for each type of material supplied that applies to this list.

For those categories of materials included on the Pre-Qualified Products List, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the Pre-Qualified Products List if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

Replace the third paragraph in Section 6-2.01E with:

For the inspection request form and the procedure for its submittal, go to the Caltrans METS website. Notify the Engineer of each submittal.

Replace the third paragraph in Section 6-2.01F with:

Submit material to be tested with a Sample Identification Card. For the card, go to the Caltrans METS website.

END OF SECTION

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add the following at the end of Section 7-1.02K(2):

Job Orders must comply with the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations, as applicable.

The minimum wage rates for the Director of the California Department of Industrial Relations can be found at:

http://www.dir.ca.gov/DLSR/PWD/index.htm

The Department does not utilize a Labor Compliance Plan, and therefore California Labor Code 1771.6 shall apply to this project.

Replace the 4th paragraph in Section 7-1.02K(3) with:

The Department allows the use of a form with identical wording as the Statement of Compliance form available at the Caltrans website.

Replace paragraphs 6 through 10 in Section 7-1.02K(3) with:

Electronic submittals of certified payroll records will not be accepted. Submittals shall be original hard copies of required documents. Submittal of payroll records shall continue to be submitted on a weekly basis as specified in the Standard Specifications.

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: “low,” “moderate,” “high,” “very high,”

"extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non–working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Replace the 11th paragraph in Section 7-1.04 with:

Cover signs that direct traffic to a closed area. All work related to covering, maintaining and removing sign covers on all signs shall not be Supplemental Job Order work, but shall be included in the Job Order Price Proposal and no additional compensation will be allowed therefor.

Replace Section 7-1.05 with:

You must defend, indemnify, and save harmless the County of Tehama, including its officers, employees, and agents, from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 "Claims") arising out of or in connection with your performance of this Contract for:

4. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and
5. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

You must, at your own expense, defend any suit or action founded upon a claim of the foregoing.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the County. You are not obligated to indemnify the County for Claims arising from conduct delineated in Civil Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the

course of the work. Any inspection of the work by the Department is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the County, unless this time has been extended by the County. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the County reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the County, its officers, employees, or agents.

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

Add the following at the end of Section 7-1.06F:

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."

Replace section 7-1.11B with:

7-1.11B FHWA-1273

Attached below for ease of use and can also be found at:
https://www.fhwa.dot.gov/construction/cqit/form1273.cfm

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal 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, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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 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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

END OF SECTION

8 PROSECUTION AND PROGRESS

Add to the end of Section 8-1.01A

Whenever you change the normal agreed-to hours of work you must provide 24-hour notice to the Engineer. The Engineer may or may not approve such a change. If the change is not approved any work you perform outside the normal hours of work will be subject to rejection.

Normal hours of work fall between 7:00 A.M. and 5:00 P.M. Monday through Friday excluding holidays. Obtain approval from the Engineer for any work between the hours of 5:00 P.M. and 7:00 A.M.

Contractor shall adhere to "Level 1 Critical Path Method Schedule" provisions in Section 8-1.02B of the Standard Specifications.

Replace the table in the 2nd paragraph of 8-1.03 with:

Table 2: Preconstruction Topic Table

TOPICS	DOCUMENT OR DESCRIPTION
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE	Final utilization reports and other requirements
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used form
Materials on hand	Request for Payment for Materials on Hand form
Measurements	--
Landscape Materials	Material changes
Quality control	QC plans and protocol
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days form
Subcontracting	Subcontracting Request form
Surveying	Survey Request form
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Project Limits/ Adjacent Properties	--
Water pollution control	SWPPP or WPCP
Weight limitations	
Work restrictions	PLACs (Permits, License, Approvals, and Certificates)
Record drawings	--
Action submittals	--

Replace Section 8-1.04B with:

Start job site activities on the date specified in the Notice to Proceed.

All contract documents must be satisfactorily executed as described in Section 3-1.18, "Contract Execution" prior to issuance of the Notice to Proceed.

Contract time will start after the issuance of the Notice to Proceed and the first charged working day will be THE EARLIER OF EITHER the start of job site activities, OR 15 calendar days after the issuance of the Notice to Proceed. Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location. The Department does not adjust contract time for starting before the 1st working day.

Contractor is encouraged to start the pre-construction submittal and approval process after the issuance of the Notice of Award.

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. CPM baseline schedule
2. Contractor-Supplied Biologist
3. Biological Resource Information Program
4. SWPPP

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are received and authorized and the following information is received by the Engineer:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

Add the following to the 2nd paragraph of Section 8-1.05 with:

This work shall be diligently prosecuted to completion before the expiration of 115 working days after the date provided in Section 8-1.04B.

Add the following to the end of Section 8-1.06:

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

END OF SECTION

9 PAYMENT

Add to the end of Section 9-1.02D:

This section will not be used unless the Engineer deems necessary to determine water weight of material.

Replace the 11th and 12th paragraphs of Section 9-1.03 with:

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress payments
2. After-acceptance payment except for claims

Pursuant to Public Contract Code § 20104.50, for these payments, interest starts to accrue 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract.

Replace Section 9-1.07 with:

The Department will not adjust payment of HMA, tack coat, asphalt emulsions, bituminous seals, asphalt binders, and modified asphalt binders due to crude oil price index fluctuations.

Add to the list in the 1st paragraph of Section 9-1.16A:

1. Retention

Replace Section 9-1.16D(2) with:

The Department makes partial payments for Mobilization costs which shall adhere to Public Contract Code § 10264 as follows and not to exceed the following:

- When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

The adjustment provisions in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications and the retention of payment provisions in Section 9-1.16F “Retentions” shall not apply to the contract lump sum item of mobilization.

When other contract bid item(s) are adjusted as provided in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications, if the costs applicable to an item of work include mobilization costs, those mobilization costs will be deemed to have been recovered by the Contractor by the payments made for mobilization, and will be excluded from consideration in determining compensation under said Section 4-1.05.

If the Contract does not include a mobilization bid item, mobilization is included in the payment of the various bid items involved.

Replace the 2nd paragraph in Section 9-1.16E(2) with:

The Engineer determines the percent of the working days elapsed by dividing the total days to date by the Contract working days and converting the quotient to a percentage.

Replace Section 9-1.16F with:

The County does not retain moneys from progress payments due to the Contractor for work performed. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract. (see also Appendix C: Prompt Progress Payment)

For federally funded projects, Section 9-1.16F(1), "Prompt Payment of Funds Withheld to Subcontractors" of these Special Provisions shall apply.

9-1.16F(1) Prompt Payment Of Funds Withheld To Subcontractors

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. **9-1.16F(2) Prompt Progress Payment To Subcontractors**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

All unresolved claims shall be resolved in a court of competent jurisdiction located in the County of Tehama. Any reference in the Standard Specifications to arbitration shall be deemed to refer to such litigation in a court of competent jurisdiction

END OF SECTION

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace *Reserved* in Section 10-1.02A with the following:

10-1.02A General

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

Replace *Reserved* in section 10-1.03 with:

No Changes to this section

END OF SECTION

11 WELDING

No Changes to this section.

END OF SECTION

12 TEMPORARY TRAFFIC CONTROL

12-3.11B(5)(a) General

Not Used

12-3.11B(5)(b) Construction Project Funding Identification Signs

Construction project funding identification C47 B(CA) sign must comply with the policy for construction funding identification signs in section 6F.109(CA) of the *California MUTCD* and as directed.

Sign must be mounted on wood posts complying with section 82-3.

Sign panels must be framed, single-sheet, aluminum panels complying with section 82-2.

Background on the sign must be Type XI retroreflective sheeting. Type XI retroreflective sheeting must be on the Authorized Material List for signing and delineation materials.

Legend must be retroreflective except for nonreflective black letters and numerals.

Legend for the types of funding on a construction project funding sign must read as follows and in the following order:

1. *FEDERAL HIGHWAY TRUST FUNDS*

Engineer provides the year of completion for the legend on the sign. Install a sign overlay for the year of completion within 15 days of notification.

12-3.11C(3)(a) General

Not Used

12-3.11C(3)(b) Construction Project Funding Identification Signs

Install 4 48 x 30 inch construction project funding identification signs (2 per bridge) at the locations determined by the Engineer before starting major work activities visible to roadway users.

Dispose of construction project funding identification signs upon completion of the project if authorized.

Add to section 12-3.11D:

Payment for Construction Area signs used for the detour will be paid for as Construction Area Signs.

Add to section 12-4.01C:

No Changes to this section.

Add between the 3rd and 4th paragraph of Section 12-4.02A(3)(c):

Based on the Engineer's review, additional materials, equipment, workers, or time to complete operations from that specified in the contingency plan may be required.

Provide a general time-scaled logic diagram displaying the major activities and sequence of planned operations that comply with the requirements of section 12-4.03. For each operation, identify the critical event when the contingency plan will be activated.

Add to section 12-4.02D:

Payment for traffic control systems used for the detour will be paid for equally across both locations and paid as Traffic Control Systems.

END OF SECTION

13 WATER POLLUTION CONTROL

Add to the end of section 13-1.01A:

The specifications in section 13 for water quality monitoring apply to the following work activities whenever they occur in water:

1. installation and removal of diversions
2. installation and removal of cofferdams
3. all other in water work

Add between the 4th and 5th paragraphs of section 13-1.01D(5)(b):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
Turbidity during activities for in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	15 above natural background
Turbidity during activities excluding in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	1. Where natural turbidity is less than 1 NTU, increases must not exceed 2 NTU. 2. Where natural turbidity is from 1 to 5 NTUs, increases must not exceed 1 NTU. 3. Where natural turbidity is from 5 to 50 NTUs, increases must not exceed 20 percent. 4. Where natural turbidity is from 50 to 100 NTUs, increases must not exceed 10 NTUs. 5. Where natural turbidity is greater than 100 NTUs, increases must not exceed 10 percent.
Settleable material (ml/L)	Observed	--	Greater than 0.1 ml/L

Add to the end of section 13-3.01A:

This project's risk level is 2.

Replace "*100 feet*" in the last paragraph of section 13-4.03C(1) with:

150 feet

Add to the last paragraph of section 13-4.03C(1):

Refueling of equipment or storage of hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other potentially hazardous substances within the floodplain or within 300 feet of the waterway is prohibited.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

The TCDS must fit within the APE and TCE limits.

13-12.01B Definitions

Not Used

13-12.01C Submittals

Submit a certificate of compliance for:

1. pipe material
2. gravel shape, gradation
3. plastic sheeting

Within three (3) working days following completion of work in water or diversions, an in-water Work/Diversions Water Quality Monitoring Report must be submitted to the Central Valley Regional Water Quality Control Board.

13-12.01C(1) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including MSDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.
11 The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
12. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.
13. Duration of the diversion activities.
14. Water Quality monitoring to be conducted.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0% passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02B Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02C Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02D Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4 Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
   5.1. PVC closed-profile wall pipe must comply with ASTM F1803
   5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
   5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714

5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02E Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02F Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02G Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS. The water must be pumped to a portable tank, truck, or and adjacent upland area where the water cannot return to the creek.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02H Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from June 1 to October 15. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after June 1 of the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

Not Used

END OF SECTION

14 ENVIRONMENTAL STEWARDSHIP

An ESA may exist on projects under this contract.

Before starting job site activities, if such ESA is in place, Contractors must install temporary high-visibility fence and silt fence to protect the ESA and mark its boundaries.

Access to an ESA other than that described is prohibited.

Add to Section 14-2.03A:

If human remains are encountered, construction activities within 60 feet of discovery shall be stopped and redirected away from discovery and Tehama County Coroner notified. An evaluation of human remains shall occur and if determined they are of American Native origin the Native American Heritage Commission shall be notified so a Native American Most Likely Descendent (MLD) can inspect the site and remains. A report shall be prepared and submitted to Tehama County and Northwest Information Center documenting the finding, methods of identification, and recommendations for the treatment of the remains.

Add to the 1st paragraph of section 14-6.03A:

Projects may be within or near habitat for the regulated species shown in the following table:

Regulated Species

Salmon
Steelhead
Western Spadefoot
Western Pond Turtle
Roosting Bats
Migratory Birds
Swainson's Hawk
White-tailed Kite

Replace item 1 in the 2nd paragraph of section 14-6.03A with:

1. Stop all work within a 500-foot radius of the discovery.

Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 31.

Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:

1. Stop all work within a 500-foot radius of the discovery.

Add to section 14-6.03C:

Regulated fish and other aquatic species may potentially be adjacent project sites

If water is present during the work period, in-water construction activities can be undertaken only if:1) the water temperature equals or exceeds 25ºC, and 2) an anadromous/native fish survey is completed by a qualified biologist at the outset of each day that in-water work occurs.

Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed

Capture methods may include fish landing nets, dip nets, buckets and by hand. Capture aquatic life must be released immediately in the closet body of water adjacent to the work site, identified by the biologist and authorized by the Engineer. The biologist must possess a valid Scientific Collecting Permit, per CDFW regulations, for the removal and relocation of any organism during dewatering activities.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be 0.25-inch stretched mesh.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible
2. Install a cofferdam or water bypass
3. Gradually dewater the work area
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 0.33 feet per second.

Add to section 14-6.03D(1):

The biologist must posses a valid Scientific Collecting Permit for the removal and relocation of any organism during dewatering activities.

Within 30 days before starting job site activities, submit protocols for species protection surveys. Use protocols required in the PLACs.

Survey the job site for regulated species and submit a preconstruction survey report within 3 days before starting work or vegetation removal.

Conduct a nesting bird survey of the project area within 14 days of the start of construction.

Contractor supplied biologist must be onsite if dewatering a live stream.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities.

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit an annual monitoring report no later than January 15 during each year of construction.

The annual monitoring report must include:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Replace *Reserved* in section 14-6.03D(3) with:

On a Job Order by Job Order basis, if requested, contractors must prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species
5. Definition and consequences of take of regulated species

6. Response plan for encounters with the regulated species or a species that looks like one
7. Permit requirements for touching or moving a regulated species
8. Requirements for species protection
9. Description of avoidance and minimization measures
10. Handout materials about the regulated species, its habitats, and species protection measures

A Contractor-supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within 7 days after Contract approval. If the submittal is rejected, submit a revised outline within 7 days of receiving the rejection.

Allow 15 days for the Department's review of your outline of the program.

Notify the Engineer at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within 2 business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

Replace RESERVED in section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site
5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes

7. Tractors
8. Trailers
9. Dump trucks
10. Waders

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within project limits, implement the following protection measures:

1. Before entering or exiting, pressure wash your vehicles and equipment:
   1.1. At a temperature of 140 degrees F
   1.2. With a minimum nozzle pressure of 2,500 psi
   1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
   2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
   2.2 Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
   2.3 Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace *Reserved* in section 14-6.06 with:

14-6.06 BAT AND BIRD EXCLUSION DEVICES

14-6.06A General

14-6.06A(1) Summary

Section 14-6.06 includes specifications for exclusion devices to prevent:

1. Roosting of bats.
2. Nesting of migratory birds and nongame birds.

Use exclusion devices at the following locations:

1. Temporary structures required to construct the project
2. Areas identified during the pre-construction survey for nesting of migratory and nongame birds
3. Areas listed in the PLAC.
4. Existing bridges

14-6.06A(2) Definitions

temporary structure: Protective covers, falsework, scaffolding, or similar components required to construct the project

nesting season: The dates the Department anticipates nesting or attempted nesting. Comply with Section 14-6.03B.

day roost: A roost site that bats utilize during daylight hours for resting and pup rearing including abutment joints, span hinge joints, bent joints, bridge cavities, deck drains and any access or openings to cells of box girders. Day roosting occurs April 1 through September 15.

night roost: A roost site bats use during hours of darkness for resting including any portion of a structure or components of that structure.

continuous construction presence: Actual construction activity or personnel presence, or equivalent construction noise of at least 85 dBA hourly average measured from the source to the receptor no fewer than 5 days each week for at least 8 daylight hours per day.

14-6.06A(3) Submittals

Submit an exclusion plan prepared by a qualified biologist to the Engineer. Allow 10 days for review.

Do not start jobsite activities until the plan is authorized.

The exclusion plan must include:

1. Title sheet
2. Table of contents
3. Exclusion devices to be used to exclude bats and nesting birds
4. Location and schedule of exclusion devices
5. Disposal method for partially constructed and unoccupied nests
6. Daily inspection and maintenance schedule
7. Methods of maintenance, including types of adhesive tape and/or sealants for repair, bioacoustic deterrent, and visual deterrent devices
8. PLAC requirements

14-6.06A(4) Quality Assurance

Monitor the effectiveness and maintenance of the exclusion devices.

If a nest becomes established during the nesting season:

1. Do not remove the nest.
2. Immediately contact the Engineer for evaluation and discussions of possible actions to avoid disrupting the nesting activity.

14-6.06B Materials

Materials for bird exclusion must be one or a combination of the following:

1. Polytetrafluorethylene (PTFE) sheeting.
2. Acoustical deterrent
3. Visual deterrent
4. Other materials authorized by the engineer.

You may not use devices that include netting.

Material for bat exclusion must be one or a combination of the following:

1. Backer rod
2. Expansion foam
3. Non-toxic foamed concrete (similar to Aircrete, Foamcrete or Cellular Lightweight Concrete)
4. Steel wool
5. Other materials authorized by the engineer

Exclusion devices must be installed to withstand the elements including wind and rain.

14-6.06C Construction

Install exclusion devices:

1. For temporary structures, at the time of erection.
2. For existing structures:
   2.1 Prior to the start of construction.

2.2 During the non-nesting season and non-day roosting time period.

3. To completely block bat and bird access to the bridge or temporary structure, including its exterior girders and overhang.

4 For areas identified during the pre-construction survey for nesting of migratory and nongame birds

A qualified biologist must oversee installation, maintenance and removal of the exclusion device.

During the nesting season, nest removal is not allowed. If attempted nesting occurs during the nesting season, you may remove the nest material prior to the nests becoming one-third complete.

During the non-nesting season, nest removal is allowed.

Clean bat and bird waste or other debris from the contact surfaces of the bridge girders before installing the exclusion devices.

Install bat exclusion devices 2 hours after sunset and when the ambient air temperature is at least 45 degrees Fahrenheit.

Monitor weekly to maintain and repair devices.

Upon completion of the work, remove exclusion devices.

14-6.06D Payment

Not Used

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site from 6 p.m. to 8 a.m.

Do not operate construction equipment or run equipment engines from 6:00 p.m. to 8:00 a.m. or on Sundays at the job site except to:

1. Service traffic-control facilities
2. Service construction equipment

Add to the end of section 14-9.02:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

Asbestos survey and sampling have not been done. Perform asbestos testing before demolition. Payment for testing is included in the payment for Bridge removal. If asbestos is found, removal and disposal will be paid by Supplemental Job Order.

Notify the US EPA and the California Air Resources Board of your demolition activities even if the activities will not disturb asbestos-containing material.

You may obtain an Asbestos NESHAP Notification of Demolition and Renovation Form at the California Air Resources Board's website:

http://www.arb.ca.gov/enf/asbestos/asbestos.htm

Instead of the 10 working days specified at the website, mail or deliver the form with the necessary attachments at least 15 days before starting demolition or rehabilitation activities to:

US EPA - REGION IX
ASBESTOS NESHAP NOTIFICATION (AIR-5)
75 HAWTHORNE ST
SAN FRANCISCO, CA 94105

Mail or fax a copy of the notification form to:

CALIFORNIA AIR RESOURCES BOARD
ENFORCEMENT DIVISION
ASBESTOS NESHAP NOTIFICATION
P.O. BOX 2815
SACRAMENTO, CA 95812
FAX: (916) 229-0645

Submit a copy of the notification form and attachments as informational submittals before starting demolition or rehabilitation activities.

If you discover unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the US EPA Region IX and the California Air Resources Board of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 days of the change or discovery.

Add to first list under Section 14-11.03:

15. Hazardous materials used during Project that exceed regulated quantities shall be reported to the Environmental Management Department, Hazardous Materials Division (HMD). A Hazardous Materials Plan (HMP) shall be filed with HMD.
16. Hazardous waste and petroleum products shall be collected and removed from site per Resource Conservation and Recovery Act regulations and Fed/OHSA standards.
17. Fueling and maintenance of construction equipment shall only take place in staging areas.
18. Fire extinguishers shall be on-site to adequately contain fires caused by machinery or equipment.

Add to the end of Section 14-11.04:

The Contractor must also comply with the requirements of the Tehama County Air Pollution Control District. If required, compliance may include submitting Dust Control Plan(s) and/or obtaining necessary permits.

A fee may be required to obtain a fugitive dust permit. Full compensation for conforming to the provisions in the Section and the requirements of the permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from bridge approach railing and roadside signs is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter

4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lbs or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

1. The words *Caltrans District* and the district number
2. The words *Construction Contract* and the contract number
3. District office address
4. Engineer's name, address, and telephone number
5. Contractor's name, contact person, and telephone number
6. Receiving facility's name and address
7. Description of the waste (e.g., treated wood waste with preservative type if known or unknown/mixture)
8. Project location
9. Estimated weight or volume of the shipment
10. Date accumulation begins
11. Date of transport
12. Name of transporter
13. Date of receipt by the treated wood waste facility
14. Weight of shipment measured by the receiving facility
15. Generator's US EPA Identification Number for projects generating 10,000 lbs or more of treated wood waste

The shipping record must be 8-1/2 by 11 inches and a 4-part carbon or carbonless form to provide copies for the Engineer, transporter, and treated wood waste facility.

Transport treated wood waste directly to the CA permitted disposal site after leaving the jobsite. Do not mix treated wood waste from the job site with waste from any other generator.

Dispose of treated wood waste at one of the following:

1. An approved California disposal site operating under a RWQCB permit that includes acceptance of treated wood waste
2. California disposal site operating under a DTSC permit that includes acceptance of treated wood waste

Treated wood waste may be disposed as a hazardous waste at any of the following Resource Conservation and Recovery Act (RCRA) Subtitle C disposal facilities:

1. US Ecology, Beatty, Nevada
2. US Ecology, Grandview, Idaho
3. Chemical Waste Management of the Northwest, Arlington, Oregon

14-11.14F Payment

Payment for handling, storing, transporting, and disposing of treated wood waste is included in the payment for the bid items involved.

END OF SECTION

15 EXISTING FACILITIES

Delete the 7th paragraph of section 15-1.03B.

Add to the end of Section 15-1.03C:

At least 2 business days before hauling the material to the salvaged material stockpile location, notify the Engineer and inform a Tehama County representative at telephone no. (530) 385-1462.

The stockpile location is:

Tehama County Public Works
Maintenance Yard
9380 San Benito Avenue
Gerber, CA 96035

Replace *Reserved* Section 15-1.03D with:

15-1.03D Removing Pavement

Remove existing pavement as shown on plans and as directed in the field by the Engineer by saw cutting asphalt concrete.

Where portions of the surface are to remain in place, saw cut a neat line along the edge of the portion to remain in place before starting the removal operation.

END OF SECTION

16 TEMPORARY FACILITIES

No Changes to this section.

END OF SECTION

DIVISION III EARTHWORK AND LANDSCAPE GENERAL

17 GENERAL

Add to section 17-2.03A:

Stumps within two feet of the grading plane must be removed completely.

Vegetation removal and construction activities must occur before February 1 or after August 31 to avoid impacts on nesting migratory birds. If vegetation removal and construction must occur during the nesting season, a nesting survey must be conducted by a qualified biologist to identify active nests in and adjacent to the work area.

Replace the 4th paragraph in section 17-2.03A with:

Clear and grub vegetation only within the excavation and embankment slope lines, contour grading limits, fence work limits, and drainage limits.

Add to section 17:

17-3 REMOVE TREE

17-3.01 GENERAL

Section 17-3 includes specifications for tree removal.

17-3.02 MATERIALS

Not Used

17-3.03 CONSTRUCTION

Remove and dispose trees shown. Dispose of trees under section 17-2.03D.

Trees, including stumps, roots and objectionable material, must be removed to a depth of one-foot below the original ground level. Roots must be treated and killed with an approved herbicide under section 20-1.02C.

Backfill holes resulting from tree removal under section 19-3.

17-3.04 PAYMENT

Payment for tree removal is included in the payment for clearing and grubbing.

END OF SECTION

18 DUST PALLIATIVES

No Changes to this section.

END OF SECTION

19 EARTHWORK

Add to section 19-1.03A:

Double handling of earthwork materials may be required.

Add to section 19-1.04:

Payment for double handling of earthwork materials is included in the payment for roadway excavation.

Add to the end of Section 19-2.01A:

Quantity calculations for Roadway Excavation and Imported Borrow do not consider shrinkage and/or compaction.

Replace the 2nd, 3rd, and 4th paragraphs of Section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

Add to Section 19-2.03B:

No castings or spoil from excavation operations allowed on the Creekside of the excavation site.

Replace section 19-2.03D(2) with:

19-2.03D(2) Topsoil

Section 19-2.03D(2) includes specifications for excavation, handling, and placing topsoil.

Excavate the top 4 inches of topsoil. Include leaf litter and extraneous organic matter in the excavation.

Topsoil must be placed to fill the voids in the rock slope protection and provide substrate for seeding. Additionally, topsoil must be stockpiled and redistributed as close to its original location as possible over the construction area before applying permanent erosion control.

Any excess topsoil can be distributed over roadway fill slopes before the application of permanent erosion control measures.

Place and spread the topsoil in its final position to a uniform layer thickness. Compact the topsoil finished surface uniformly using track-mounted equipment run perpendicular to slope contours. Section 19-5.03C does not apply to topsoil compaction.

If you stockpile topsoil, stockpiles must:

1. Not be higher than 5 feet
2. Not be covered with a material that will stop air circulation, increase soil temperatures, or harm beneficial biological activity and resident seeds
3. Be marked with signs and flags as *Topsoil*

Add to Section 19-2.04:

Payment for excavating, stockpiling and placing topsoil is included in the payment for rock slope protection and roadway excavation.

Add to the end of section 19-3.01A:

Structure backfill includes constructing the geocomposite drain system. The systems must comply with section 68-7.

Add to section 19-3.02C:

No waiting period is required prior to driving piles at the abutments and piers. The waiting period applies for earthwork within 150 feet of the abutments. This waiting period is not considered a settlement period as referenced in Section 19-6.03D.

Add to the beginning of section 19-3.03B(1):

For footings at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Replace 1st sentence in the 6th paragraph in section 19-3.03B(4) with:

If cofferdams are used, remove them completely after completing substructure construction.

Add to section 19-3.03E(1):

On Kirkwood, place structure backfill behind abutments and wingwalls 10 days after the superstructure is completed. Half of one abutment must be filled vertically before backfilling half of the opposite abutment.

On Kirkwood, any imported fill or material used as structure backfill must have 100% passing 3 inch sieve and have low expansion potential [Expansion Index (EI) < 50 and Sand Equivalent (SE) > 20], and be approved.

Add to section 19-3.04:

Structure excavation for footings at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation (bridge).

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge).

Add to the end of Section 19-5.03A:

Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

Add to Section 19-7.02A:

Obtaining imported borrow includes the following:

1. Constructing an access road, if required.
2. Clearing and grubbing the material site.
3. Selecting material within the source.
4. Screening and wasting from 30 to 60 percent of the finer material.

5. Washing materials so that the imported borrow complies with the sand equivalent requirements.

Add to Section 19-7.02C:

Imported borrow placed within 4 feet of the finished grade must have an R-value of at least 11.

Strip materials that adversely affect the imported borrow properties.

END OF SECTION

20 LANDSCAPE

No changes to this section.

END OF SECTION

21 EROSION CONTROL

Seed mix must be approved by the California Department of Fish and Wildlife before ordering. Verify with the Engineer it is approved before ordering.

END OF SECTION

22 FINISHING ROADWAY

No Changes to this section.

END OF SECTION

DIVISION IV SUBBASES AND BASES

23 GENERAL

No Changes to this section.

END OF SECTION

24 STABILIZED SOILS

No Changes to this section.

END OF SECTION

25 AGGREGATE SUBBASES

No Changes to this section.

END OF SECTION

26 AGGREGATE BASES

No Changes to this section.

END OF SECTION

27 CEMENT TREATED BASES

No Changes to this section.

END OF SECTION

28 CONCRETE BASES

No Changes to this section.

END OF SECTION

29 TREATED PERMEABLE BASES

No Changes to this section.

END OF SECTION

30 RECLAIMED PAVEMENTS

No Changes to this section.

END OF SECTION

31-35 RESERVED

No Changes to this section.

END OF SECTION

DIVISION V SURFACING AND PAVEMENTS

36 GENERAL

No Changes to this section.

END OF SECTION

37 BITUMINOUS SEALS

No Changes to this section.

END OF SECTION

38 RESERVED

No Changes to this section.

END OF SECTION

39 ASPHALT CONCRETE

Add to the table in the 1st paragraph of section 39-2.01A(4)(h)(iii)(B):

Coarse durability index[c]	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Sodium sulfate soundness[d]	AASHTO T 104	1 per project

[c]The test is required only if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[d]The test is required only if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Replace section 39-2.01B(2)(b) with:

Determine the plasticity index of the aggregate blend under California Test 204. Use only the aggregate blend with plasticity index equal to or less than 10.

Treat aggregate with lime slurry with marination.

Replace *0.8–1.5* in the row for *Combined* in the table in the 7th paragraph of section 39-2.01B(4)(c)(i) with:

1.0–1.5

Replace the 2nd sentence in the paragraph of section 39-2.01B(10) with:

Choose from CRS2, CQS1, or PMCRS2 asphaltic emulsion or asphalt binder.

Replace the 2nd paragraph of section 39-2.01D with:

Payment for tack coat is included in the payment for hot mix asphalt.

Add to section 39-2.02A(1):

Do not place Type A HMA on the traveled way from November 1 to May 1.

Add to the table in the 1st paragraph of section 39-2.02A(4)(b)(ii):

Coarse durability index[e], D_c	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index, D_f	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Sodium sulfate soundness (max loss @ 5 cycles, %)[f]	AASHTO T 104	1 per project

[e]Perform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[f]Perform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Replace *40* in the row for *Los Angeles Rattler* in the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e) with:

25

Add to the table in item 1 in the list in the paragraph of section 39-2.02A(4)(e):

Coarse durability index, D_c (min)[e]	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %)[f]	AASHTO T 104	25

[e]Perform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[f]Perform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283[i]	80

Add to the table in item 3 in the list in the paragraph of section 39-2.02A(4)(e):

Surface abrasion loss (max, g/cm^2)	California Test 360	0.4

Replace the row for *Moisture susceptibility, wet strength* in the table in the 1st paragraph of section 39-2.02B(2) with:

Moisture susceptibility (min, tensile strength ratio)	AASHTO T 283[c,d]	80

Replace *Reserved* in section 39-2.02B(3) with:

The grade of asphalt binder for Type A HMA must be PG 64-10.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Replace *40* in the row for *Los Angeles Rattler* in the table in the paragraph of section 39-2.02B(4)(a) with:

25

Add to the table in the paragraph of section 39-2.02B(4)(a):

Coarse durability index, D_c (min)[c]	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50
Sodium sulfate soundness (max loss @ 5 cycles, %)[d]	AASHTO T 104	25

[c]Perform this test if the aggregate source is in Lassen, Modoc, Siskiyou, or Shasta County.
[d]Perform this test if the aggregate source is in Modoc, Siskiyou, or Shasta County.

Add to the beginning of section 39-2.02C:

Use a material transfer vehicle when placing Type A HMA if:

1. Quantity of HMA to be paved is greater than 1,000 tons.
2. Any of the following exists:
   2.1. Paving is allowed and the ambient air temperature is below 70 degrees F.
   2.2. Time from discharge to truck at the HMA plant until transfer to the paver's hopper is 90 minutes or greater.

END OF SECTION

40 CONCRETE PAVEMENT

No Changes to this section.

END OF SECTION

41 EXISTING CONCRETE PAVEMENT

No Changes to this section.

END OF SECTION

42 GROOVE AND GRIND CONCRETE

No Changes to this section.

END OF SECTION

43 RESERVED

No Changes to this section.

END OF SECTION

44 RESERVED

No Changes to this section.

END OF SECTION

DIVISION VI STRUCTURES

45 GENERAL

No Changes to this section.

END OF SECTION

46 GROUND ANCHORS AND SOIL NAILS

No Changes to this section.

END OF SECTION

47 EARTH RETAINING SYSTEMS

No Changes to this section.

END OF SECTION

48 TEMPORARY STRUCTURES

No Changes to this section.

END OF SECTION

49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to hard, dense soil and ground water seepage.

Pre-drilling and/or relief drilling may be required.

Add to the 2nd paragraph of Section 49-1.03:

No drill cuttings allowed on the creek side of the excavation site.

Add to section 49-2.01A(3)(a):

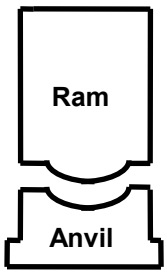
Before installing driven piles, submit a Pile and Driving Data Form for each pile type for each of the support locations or control zones shown in the following table:

Bridge no.	Pile type	Support location or control zone
08C0381	Class 140 (Alternative W)	Abutment 1
08C0381	Class 140 (Alternative W)	Abutment 2
08C0382	Class 140 (Alternative W)	Abutment 1
08C0382	Class 140 (Alternative W)	Pier 2
08C0382	Class 140 (Alternative W)	Pier 3
08C0382	Class 140 (Alternative W)	Abutment 4

CALIFORNIA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION LABORATORY

PILE AND DRIVING DATA FORM

Structure Name :_____ Contract No.:_____
_____ Project:_____
Structure No.:_____ Pile Driving Contractor or
Dist./Co./Rte./Post Mi:_____ Subcontractor_____(Pile Driven By)



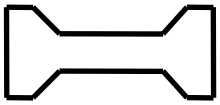
Hammer

Manufacturer:_____ Model:_____
Type:_____Serial No.:_____
Min Rated Energy: _____ at ___ Length of Stroke ____ Fuel Setting
Max Rated Energy: _____ at ___ Length of Stroke ____ Fuel Setting
Ram Weight:_____kips

Modifications: _____
_____
_____

Capblock (Hammer Cushion)

Material:_____
Thickness:_____in Area:_____in^2
Modulus of Elasticity - E:_____ksi
Coefficient of Restitution - e:_____



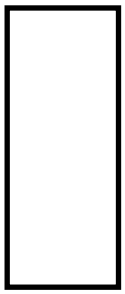
Pile Cap

Helmet
Bonnet
Anvil Block
Drivehead

Weight:_____ kips

Pile Cushion

Material:_____
Thickness:_____in Area: _____in^2
Modulus of Elasticity - E:_____ksi
Coefficient of Restitution - e:_____



Pile

Pile Type:_____
Length (In Leads):_____ft
Lb/ft.:_____Taper:_____
Wall Thickness:_____in
Cross Sectional Area:_____in^2
Design Pile Capacity:_____kips
Description of Splice:_____
_____
Tip Treatment Description:_____
_____

DISTRIBUTE:

- ☐ Translab, Foundation Testing
- ☐ Translab, Geotechnical Design
- ☐ Resident Engineer

Note: If mandrel or follower is used to drive the pile, attach separate manufacturer's detail sheet(s) including weight and dimensions.

Submitted By:_____
Date:_____Phone No.:_____

Add to section 49-2.01C(2):

Do not use jetting or vibratory hammers to obtain specified tip elevation.

Add to section 49-2.01C(3):

Drilling through the center of open-ended steel shells or steel pipe piles to attain the specified tip elevation may be necessary. The diameter of the drilled hole must be no greater than 12 inches in diameter. Equipment or methods used for drilling holes must not cause quick soil conditions or cause scouring or caving of the hole. Drilling must not be used within 10 feet of the specified tip elevation. Do not drill before driving piles.

Add to section 49-2.01C(5):

If piles do not attain the nominal driving resistance at the specified tip elevation shown, the Engineer will select 2 piles or 10 percent of piles in the footing, whichever is greater, to stand 1 foot above specified cut-off elevation for a set period without driving. The set period must be at least 12 hours.

After the set period has elapsed, redrive the "soft" piles. If there is more than one "soft" pile the Engineer designates which piles are to be redriven. Do not used a cold hammer for redriving. Driving hammer must be warmed up before restrike begins by applying at least 20 blow counts to (1) another pile or (2) timber mats placed on the ground. Redriving consists of operating the driving hammer at full rated energy on the pile and calculating the nominal driving resistance of the pile.

Use the same pile driving methods, equipment and compressed pile cushion from the previous drive to restrike or redrive the pile unless the cushion is unacceptable due to deterioration, in which case use another acceptable cushion.

If the nominal driving resistance is attained for each pile designated to be redriven, the remaining piles in that footing are considered satisfactory and further driving is not required. If redriving the designated piles demonstrates that the nominal driving resistance has not been attained, redrive all "soft"piles in the footing until the nominal driving resistance is attained.

END OF SECTION

50 PRESTRESSING CONCRETE

Replace the 2nd paragraph of section 50-1.01C(3) with:

For initial review, submit 6 copies.

END OF SECTION

51 CONCRETE STRUCTURES

Add to section 51-1.01C(1):

If the methacrylate crack treatment is applied to a bridge deck within 100 feet of a residence, business, or public space, submit a public safety plan. Include with the submittal:

1. Copy of public notification letter with a list of delivery addresses and posting locations. The letter must describe the work to be performed and state the treatment work locations, dates, and times. Deliver copies

of the letter to residences and businesses within 100 feet of the treatment work and to local fire and police officials, at least 7 days before starting treatment activities. Post a copy of the letter at the job site.
2. Airborne emissions monitoring plan. Plan must include monitoring point locations. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan.
3. Action plan for protecting the public if levels of airborne emissions exceed permissible levels.
4. Copy of the CIH's certification.

After completing methacrylate crack treatment activities, submit results from monitoring production airborne emissions as an informational submittal.

Replace the 1st paragraph of section 51-1.01C(1) with:

Submit a deck placement plan for concrete bridge decks. Include in the placement plan your method and equipment for ensuring that the concrete bridge deck is kept damp by misting immediately after finishing the concrete surface.

Replace *Reserved* in section 51-1.01D(1) with:

The job site must have at least 4 airborne emissions monitoring points, including the mixing point, application point, and point of nearest public contact. Monitor airborne emissions during methacrylate crack treatment activities.

Add to section 51-1.03A:

Provide and install schedule 40 PVC for future utilities where shown. Payment is included in the payment for structural concrete, bridge.

Add to section 51-1.03C(1):

Remove pipe where inlet is placed and connect ends of pipe to the inlet. Payment is included in the payment for structural concrete, drainage inlet.

Replace the 1st paragraph of section 51-1.03F(5)(b)(i) with:

Except for bridge widenings, texture the bridge deck surfaces longitudinally by grinding and grooving.

END OF SECTION

52 REINFORCEMENT

Replace section 52-4 with:

52-4 ELECTRIC-RESISTANCE WELDED STIRRUPS FOR CONCRETE BARRIER REINFORCEMENT CAGES

52-4.01 GENERAL

52-4.01A Summary

Section 52-4 includes specifications for welding longitudinal support wire to stirrups using electric-resistance welding (ERW) to partially fabricate reinforcing cages for concrete barriers.

Electric-resistance welded supports may be used only for concrete barrier stirrups on structures with uncoated reinforcement.

You may use ERW to weld support wire to no.5 reinforcing bars or smaller. The support wire must be W 6.5 or smaller.

52-4.01B Definitions

partially fabricated reinforcing cage: Stirrups for concrete barrier reinforcing cages held in position by welded longitudinal support wires.

lot: 150 count, or fraction thereof, of welds for each size of reinforcing bar and support wire and for each change to the welding equipment settings.

52-4.01C Submittals

52-4.01C(1) General

Not Used

52-4.01C(2) Certificate of Compliance

Submit a certificate of compliance for each shipment of partially fabricated cages. Include with the submittal:

1. Identification of each cage including lot numbers, welds traceable by welding clamp, and location tracking information.
2. Grade and size of welded reinforcement used for the stirrups and support wire.
3. For the reinforcing bar and support wire:
   3.1. Heat number
   3.2. Mill certificate

52-4.01C(3) Test Samples

Submit QA test samples to METS.

Include copies of certificates of compliance with the test samples.

52-4.01C(4) Welding Quality Control Plan

Submit 2 copies of a welding QC plan for each subcontractor or supplier performing ERW. The QC plan must include:

1. WPSs
2. Names and certifications of welding personnel, including qualifications for the QC Manager
3. Welding procedures including current setting, welding clamp force, weld time, and hold time for each size of reinforcement to be welded
4. Welding equipment manufacturer's operating instructions including the recommended calibration frequency of the welding equipment
5. Documentation of ERW equipment calibration
6. Fabricator's *QC Process Control Manual*
7. Method for identifying welds and tracking lots

For the contents, format, and organization required for a welding QC plan, go to the METS website.

52-4.01C(5) Shop Drawings

Submit shop drawings showing the stirrup positioning, welded connections of the support wire to the stirrups, and welding equipment layout. Allow 15 days for the Engineer's review.

52-4.01C(6) Prefabrication Test Results

Submit the prefabrication test results within 3 days of prefabrication testing. The prefabrication test results must include:

1. Contract number
2. Bridge number
3. Welds identified by welding clamp
4. Reinforcement and support wire sizes
5. Test specimen length
6. Physical condition of test samples
7. Notable defects
8. Ultimate tensile strength of each sample
9. Location of necking area of each sample

Allow 3 business days for the Engineer's review.

52-4.01C(7) Quality Control Test Reports

Submit a QC test report within 7 days of testing for each lot. The report must be prepared by the authorized laboratory performing the testing. The report must be signed by the QC manager. For each lot, the report must include:

1. Contract number
2. Bridge number
3. Lot numbers with welds identified by welding clamp
4. Installed location of completed cages
5. Reinforcement and support wire sizes
6. Cage types
7. Cage lengths
8. Test specimen length
9. Physical condition of test samples
10. Notable defects
11. Ultimate tensile strength of each sample
12. Location of necking area of each test sample

Allow 3 business days for the Engineer's review.

52-4.01D Quality Assurance

52-4.01D(1) General

Provide a welding QC manager. The QC manager must be registered as a civil engineer in the State or currently certified as a CWI.

52-4.01D(2) Prewelding Meeting

Before submitting a welding QC plan, hold a prewelding meeting to discuss the work and the requirements for the welding QC plan. The meeting attendees must include the Engineer, your welding QC manager, and a representative from each entity performing welding or welding inspection.

52-4.01D(3) Test Samples

Samples must be a minimum length of 4 feet of bar reinforcing steel with a support wire welded at midpoint. You may furnish shorter length samples if authorized.

Prepare the samples using the same materials, procedures, equipment, and equipment settings used in the work.

The welding clamps that produce the samples are determined by the Engineer.

Prepare QC test samples and the Department acceptance test samples concurrently:

1. During fabrication of samples representing the 1st lot
2. From 1 of every 5 subsequent lots, or fraction thereof, randomly selected by the Engineer

After receiving notification that lots are ready for QC testing, the Engineer (1) randomly selects test samples to represent each lot and (2) places tamper-proof markings or seals on the test samples.

Before transporting test samples to an authorized laboratory and METS:

1. Securely bundle and package the test samples for each test in a way that preserves their condition during transportation
2. Identify each test sample by lot number and Contract number using weatherproof markings
3. Attach a completed Sample Identification Card to each bundle

If a sample show signs of tampering before testing, the sample is rejected.

52-4.01D(4) Quality Control

52-4.01D(4)(a) General

Test the samples for tensile strength under California Test 670, Section E, Part III, Tensile Test.

Tensile testing must be performed by an authorized laboratory. The laboratory must be on the Authorized Laboratories List for testing reinforcing steel splices.

52-4.01D(4)(b) Prefabrication Testing

Before the start of fabrication of production cages, prepare 4 samples from each welding clamp.

Notify the Engineer at least 5 business days before fabricating the samples.

If 3 or more of the 4 samples from each welding clamp attain the specified minimum tensile strength, the Department accepts the prefabrication test results.

If 2 of the 4 samples attain the specified minimum tensile strength, determine the cause of the failure and take corrective action as specified in section 52-4.01D(4)(c). Fabricate 4 additional samples from the clamp that produced the noncompliant samples and perform tensile tests until at least 3 of the 4 samples attain the specified minimum tensile strength.

Do not start fabrication of production cages until the Department accepts the test results.

52-4.01D(4)(c) Fabrication Testing

During fabrication of production cages, for each lot prepare 8 test samples.

At least 5 business days before performing fabrication testing, notify the Engineer of:

1. Date of the testing
2. Location of the authorized laboratory where the tests will be conducted
3. Number of lots to be tested

Do not perform tests on test samples from bundles containing fewer than 8 samples. Test 4 of the samples. The Engineer determines the samples to be tested.

If 3 or more of the 4 samples from a lot attain the specified minimum tensile strength, the Department accepts the lot.

If 2 of the 4 samples from a lot attain the specified minimum tensile strength, perform additional tests on the remaining samples. If any of the additional samples do not attain the specified minimum tensile strength, the Department rejects the lot.

If a lot is rejected, stop production until the following corrective actions have been performed:

1. QC manager reviews your QC process
2. You have prepared a welding rejection mitigation report describing:
   2.1. Cause of the failure

2.2. Method used to identify the cause of failure
2.3. Identification of affected lots
2.4. Provisions for preventing similar failures in future lots
2.5. Procedure for repairing or replacing the welded connections in the rejected lot
3. Engineer has notified you that the welding rejection mitigation report is authorized

52-4.01D(5) Department Acceptance

The Department accepts lots based on your QC tension test results specified in section 52-4.01D(4)(c).

The Department performs tensile test on samples from the 1st lot and from 1 of every 5 subsequent lots, or fraction thereof, randomly selected by the Engineer.

If 3 or more of the 4 samples attain the specified minimum tensile strength, the Department accepts the lot.

If 2 of the 4 samples attain the specified minimum tensile strength, fabricate 4 additional samples using the same materials and welding machine settings as the noncompliant lot. If any of the 4 additional samples do not attain the minimum specified tensile strength, the Department rejects the lot.

If QC and Department acceptance testing results have different compliance determinations, the Department will perform QA testing for all subsequent lots until QC testing and the Department testing are consistent for 2 consecutive lots before resuming testing for 1 of every 5 lots, or fraction thereof, as determined by the Engineer.

52-4.02 MATERIALS

52-4.02A General

Reinforcing bars must comply with ASTM A706, Grade 60.

Support wire must comply with the specifications for plain wire in ASTM A1064.

The tensile strength of reinforcing bars with the support wire welded to the bar must be at least 80,000 psi.

52-4.02B Fabrication

Perform ERW at a fabrication shop using computer-controlled equipment.

Weld the support wire to the stirrups. The stirrups must be positioned as shown. The support wire must be capable of maintaining the dimensions, position, and shape of the stirrups until the cage is complete.

52-4.03 CONSTRUCTION

Provide bracing to avoid collapse of the cage during assembly, transportation, and placement as needed.

Field tack welding of support wire to reinforcement is not allowed.

Wiring longitudinal reinforcement at each stirrup intersection is not required.

52-4.04 PAYMENT

Not Used

END OF SECTION

53 SHOTCRETE

No Changes to this section.

END OF SECTION

54 WATERPROOFING

No Changes to this section.

END OF SECTION

55 STEEL STRUCTURES

No Changes to this section.

END OF SECTION

56 OVERHEAD SIGN STRUCTURES, STANDARDS AND POLES

Add to section 56-3:

56-3.03 BOLLARD

56-3.03A General

Section 56-3.03 includes specifications for constructing steel bollards.

Submit a certificate of compliance for retroreflective sheeting.

56-3.03B Materials

Concrete must comply with the specifications for minor concrete.

Material for steel bollards must comply with ASTM A53/A53M.

Pipe thickness must be 3/16".

Retroreflectivity for must comply with Table 2A-3, "Minimum Maintained Retroreflectivity Levels," of the *California MUTCD* and be on the Authorized Material List for signing and delineation materials:

56-3.03C Construction

The interface between the galvanized pipe and the retroreflective sheeting must be free of air bubbles or voids.

Dispose of surplus excavated material.

Backfill under section 19-3.

56-3.03D Payment

Not Used

END OF SECTION

57 WOOD AND PLASTIC LUMBER STRUCTURES

Add to section 57-2:

57-2.06 FOOT BRIDGE

57-2.06A General

Section 57-2.06 includes specifications for constructing timber foot bridge.

Timber foot bridge must have handrails and be a minimum 4-feet wide and 15-feet long. It must span the drainage ditch shown and have a maximum longitudinal grade of 4.5%.

57-2.06B Materials

The timber planks must be untreated Douglas fir Dense no. 1, rough sawn on top, optional surfaced on bottom.

Galvanize hardware under section 75-1.02B.

57-2.06C Construction

Contractor must submit design plans of the foot bridge for review by the engineer before constructing.

57-2.06D Payment

Not Used

END OF SECTION

58 SOUND WALLS

No Changes to this section.

END OF SECTION

59 STRUCTURAL STEEL COATINGS

No Changes to this section.

END OF SECTION

60 EXISTING STRUCTURES

Add to section 60-2.01A:

As long as existing piles do not conflict with the proposed pile foundations and bridge construction, existing pile foundation elements (if present) should be cut off below grade and left in place to the extent possible.

Add to section 60-2.02A(1):

Provide protective covers preventing material, equipment, and debris from falling into the Creek.

Replace #6 in the 2nd paragraph in section 60-2.02A(3) with:

6. Methods for preventing material, equipment, and debris from falling onto traffic, water or railroad property

END OF SECTION

DIVISION VII DRAINAGE FACILITIES

61 GENERAL

No Changes to this section.

END OF SECTION

62 RESERVED

No Changes to this section.

END OF SECTION

63 RESERVED

No Changes to this section.

END OF SECTION

64 PLASTIC PIPE

No Changes to this section.

END OF SECTION

65 CONCRETE PIPE

No Changes to this section.

END OF SECTION

66 CORRUGATED METAL PIPE

No Changes to this section.

END OF SECTION

67 STRUCTURAL PLATE CULVERTS

No Changes to this section.

END OF SECTION

68 SUBSURFACE DRAINS

No Changes to this section.

END OF SECTION

69 OVERSIDE DRAINS

No Changes to this section.

END OF SECTION

70 MISCELLANEOUS DRAINAGE FACILITIES

No Changes to this section.

END OF SECTION

71 EXISTING DRAINAGE FACILITIES

Add to section 71-4.03C:

Enclosed form shown for capping inlet must be approved by the Engineer before ordering.

END OF SECTION

DIVISION VIII MISC. CONSTRUCTION

72 SLOPE PROTECTION

Add to section 72-2.02A:

RSP must meet the requirements of the California Department of Fish and Game permit.

Replace the 1st paragraph of section 72-2.03A with:

Excavate the slope and footing trench for the rock slope protection.

Place topsoil and seed within the voids of the rock slope protection.

Add to section 72-2.03A:

Placement of RSP must meet the requirements of the California Department of Fish and Game permit.

END OF SECTION

73 CONCRETE CURBS AND SIDEWALKS

No Changes to this section.

END OF SECTION

74 PUMPING AND CONTROLS

No Changes to this section.

END OF SECTION

75 MISCELLANEOUS METAL

No Changes to this section.

END OF SECTION

76 WELLS

No Changes to this section.

END OF SECTION

77 LOCAL INFRASTRUCTURE

No Changes to this section.

END OF SECTION

78 INCIDENTAL CONSTRUCTION

No Changes to this section.

END OF SECTION

79 RESERVED

No Changes to this section.

END OF SECTION

80 FENCES

Add to section 80-2.01A:

Fence (Type WM, Metal T-Post), Temporary Fence (Type WM, Metal T-Post), Fence (Type BW, 5-Strand, Metal T-Post), and Temporary Fence (Type BW, 5-Strand, Metal T-Post) must comply with section 80-2.

Replace *Reserved* in section 80-2.02A with:

Posts must be metal.

Add to the end of section 80-2.02B:

Galvanize posts under section 75-1.02B.

Add to section 80-15.01C:

Schedule fence removal and construction to prevent access of the public to private property.

Prevent livestock from escaping during fence removal and construction.

END OF SECTION

DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

No Changes to this section.

END OF SECTION

82 SIGNS AND MARKERS

No Changes to this section.

END OF SECTION

83 RAILINGS AND BARRIERS

Replace item 1 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

1. Wood line posts.

Replace item 2 in the list in the 2nd paragraph of section 83-2.02C(1)(a) with:

2. Wood blocks for line posts.

Add to section 83-2.02C(1)(a):

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

Replace *Reserved* in section 83-2.02C(3) with:

The offset from the face of the Type WB-31 transition railing to the hinge point must be at least 3'-6".

The offset from the face of the adjacent midwest guardrail system to the hinge point must be transitioned from the offset at the Type WB-31 transition railing to 4'-0" using a ratio of 6:1.

Replace section 83-2.04B with:

83-2.04B Alternative In-line Terminal Systems

83-2.04B(1) General

83-2.04B(1)(a) Summary

Section 83-2.04B includes specifications for constructing alternative in-line terminal systems.

83-2.04B(1)(b) Definitions

Not Used

83-2.04B(1)(c) Submittals

Submit a certificate of compliance for alternative in-line terminal systems.

83-2.04B(1)(d) Quality Assurance

For each model of alternative in-line terminal system being installed, obtain the manufacturer's check list for the assembly and installation of the alternative in-line terminal systems from the manufacturer's representative or distributor. Notify the Engineer of the alternative in-line terminal systems to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed in-line terminal system and submit a copy of the completed and signed check list for each installed location, and include the following:

1. Contract number
2. Name of installation Contractor
3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The Engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04B(2) Materials

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SoftStop terminal systems must be SoftStop End Terminal System manufactured by Trinity Highway Products, LLC, and must include the connection components. Type SoftStop terminal system - Type SoftStop terminal system must be a SoftStop terminal with a System length of 50'-9 1/2" for test level 3, manufactured by Trinity Highway Products, LLC, and must include items detailed for SoftStop terminal system, as shown. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

2. Type MSKT - Type MSKT terminal system must be a 31" MSKT Guard Rail End Terminal with a system length of 50'-0" as manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT terminal system shown on the plans. The MSKT Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

3. Type MAX-Tension Tangent Guardrail End Treatment by Barrier Systems, Inc. is a tangent, re-directive gating guardrail terminal. The MAX-Tension has a length of 55'-1/2", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

83-2.04B(3) Construction

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install Type SoftStop terminal system under the manufacturer's installation instructions. For Type SoftStop terminal system, use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rock. Moisten and thoroughly compact each layer. For the terminal with a system length of 50'-9 1/2" or system length of 38'-3 1/2", all blocks must be wood or plastic and must be 8 or 12 inches deep.

For Type MSKT terminal system, install a W6x15 at lower section Post 1 with a soil plate attached and a 6 by 6 by 1/8 inches tube section at upper section Post 1. Install a W6x9 or W6x8.5 post assembly top and post assembly bottom at Post 2. Install W6x9 or W6x8.5 at Posts 3 through 8. Attach a 9'-4 1/2" W-beam MGS rail section to Post 3. Use 8-inch blocks. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Do not pound on the side plates when installing lower post #1 and lower post #2. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

Install Type MAX-Tension terminal system under the manufacturer's installation instructions. Use 8- or 12-inch wood or composite blocks. Install W6x8.5 or W6x9 at post positions after Post 1. Backfill the space around the posts with selected earth that is free of rock. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

83-2.04B(4) Payment

Not Used

Add to section 83-3.04:

Concrete barrier modified (Type 85) shown is paid for as concrete barrier (Type 85).

Replace section 83-4.06 with:

83-4.06 TYPE QUADGUARD CRASH CUSHIONS

83-4.06A General

83-4.06A(1) Summary

Section 83-4.06 includes specifications for constructing Type Quadguard crash cushions. Quadguard must be rated TL-3 and fit the area requirements.

83-4.06A(2) Definitions

Not Used

83-4.06A(3) Submittals

Submit a copy of the manufacturer's plan and parts list as an informational submittal.

Submit a certificate of compliance for Type Quadguard crash cushions.

83-4.06A(4) Quality Assurance

Not Used

83-4.06B Materials

Type Quadguard crash cushions must be Quadguard crash cushions (TL-3) manufactured by Valtir, LLC., located at 15601 Dallas Parkway, Suite 525, Addison, TX 75001, and must include the connection components and all items shown.

The successful bidder can obtain the Type Quadguard crash cushions from the following distributors:

Address	Telephone and fax nos.
TRAFFIC MANAGEMENT INCORPORATED 1050 E. 20TH ST. CHICO, CA 95928	Telephone: (866) 379-9152
BARRIER SYSTEMS, INC 180 RIVER RD RIO VISTA CA 94571	Telephone: (707) 374-6800
HILL & SMITH (listed as WORK AREA PROTECTION CORP) 340 N. INDUSTRIAL RD MORGAN, UT 84050	Telephone: (614) 340-6294

Concrete anchorage devices used for attaching the crash cushion to the base slab must be limited to those provided by the manufacturer.

The concrete anchor slab and backup block must comply with sections 51 and 52.

For the concrete anchor slab and backup block, use concrete containing at least 590 pounds of cementitious material per cubic yard.

83-4.06C Construction

Install Type Quadguard crash cushions under the manufacturer's instructions.

83-4.06D Payment

Not Used

END OF SECTION

84 MARKINGS

Add to section 84-2.04:

4-inch wide traffic stripe is measured and paid for as specified for the 6-inch traffic stripe.

END OF SECTION

85 RESERVED

No Changes to this section.

END OF SECTION

DIVISION X ELECTRICAL WORK

86 GENERAL

No Changes to this section.

END OF SECTION

87 ELECTRICAL SYSTEMS

No Changes to this section.

END OF SECTION

88 RESERVED

No Changes to this section.

END OF SECTION

DIVISION XI MATERIAL

89 AGGREGATE

No Changes to this section.

END OF SECTION

90 CONCRETE

No Changes to this section.

END OF SECTION

91 PAINT

No Changes to this section.

END OF SECTION

92 ASPHALT BINDERS

No Changes to this section.

END OF SECTION

93 RESERVED

No Changes to this section.

END OF SECTION

94 ASPHALTIC EMULSIONS

No Changes to this section.

END OF SECTION

95 EPOXY

No Changes to this section.

END OF SECTION

96 GEOSYNTHETICS

No Changes to this section.

END OF SECTION

97 RESERVED

No Changes to this section.

END OF SECTION

98 RESERVED

No Changes to this section.

END OF SECTION

DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

No Changes to this section.

END OF SECTION

(Because some colored inks will not reproduce in copy machines, please use **black ink** to complete this Bid.)

(DO NOT DETACH)

BID TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: **AREA CODE ( )** _____

FAX NO: **AREA CODE ( )** _____

CONTRACTOR LICENSE NO. _____

The work for which this Bid is submitted is for construction in accordance with the Special Provisions (including the payment of not less not less than the higher of (1) the State general prevailing wage rates, or (2) the rates specified by the Federal Secretary of Labor), including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications dated 2024 and the Standard Plans for Construction dated 2024 of the California Department of Transportation, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Special Provisions for the work to be done are entitled:

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT

FOR CONSTRUCTION ON:

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

The Bidder shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Bid being deemed non-responsive.

	Adjustment Factor Name	**Adjustment Factor Bid**	**X Multiplier**	**= Extended Total**
1.	Normal Working Hours Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.	__ . __ __ __ __	X 0.50	= __ . __ __ __ __
2.	Other Than Normal Working Hours, Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays	__ . __ __ __ __	X 0.30	= __ . __ __ __ __
3.	Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 7:00 am to 5:00 pm except County holidays.	__ . __ __ __ __	X 0.10	= __ . __ __ __ __
4.	Other Than Normal Working Hours, Secured Facilities Adjustment Factor: Monday through Friday 5:00 pm to 7:00 am and all-day Saturday, Sunday, and County holidays.	__ . __ __ __ __	X 0.10	= __ . __ __ __ __
5.	**Sum the Extended Total column.** **The Sum is the Award Criteria Figure.**			= __ . __ __ __ __

1. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

2. **The Other Than Normal Working Hours Adjustment Factor must be greater than or equal to the Normal Working Hours Adjustment Factor.**

3. The County reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Bid" shall take precedence and be used to calculate the extended totals.

4. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare bids. It is not used to prepare Price Proposals. When preparing Price Proposals, the Bidder shall use one or more of the Adjustment Factors written above.

The contract, if awarded, will be awarded to the responsive and responsible bidder with the lowest Award Criteria Figure as calculated in the above table.

Each bid shall be accompanied by a certified check or cashier's check or bid bond in the amount of Twenty Five Thousand Dollars ($25,000) , payable to the County of Tehama.

If this Bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the section entitled "Contract Bonds", in Section 3 of the Special Provisions, with surety satisfactory to the County of Tehama, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tehama that the contract has been awarded, the County of Tehama may, at its option, determine that the bidder has abandoned the contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the County of Tehama.

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the contract documents, , the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this Bid is accepted, that he will contract with the County of Tehama, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

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SUBCONTRACTORS LIST

Because the Job Order Contract (JOC) is an indefinite quantity contract pursuant to which Contractors will perform a variety of Job Orders, Contractors must designate Subcontractors, in accordance with California Public Contracts Code Section 4100 to 4113, inclusive, in each Job Order Proposal and not with this bid. As part of each Job Order Proposal, the awarded JOC CONTRACTOR shall provide a list giving the name and location of place of business of each subcontractor who will perform a portion of the Job Order work in an amount in excess of one-half of one percent of the Job Order Proposal. In each instance the nature and extent of the work to be sublet shall be described.

If the CONTRACTOR fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total Job Order Proposal, the CONTRACTOR agrees to perform that portion itself.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

Exhibit 15-G: Construction Contract DBE Commitment

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	$
22. Local Agency Contract Number:			%
23. Federal-Aid Project Number:			
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:			

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location(s) as it appears on the project advertisement.
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. NAICS or Work Category Codes - Enter NAICS or Work Category Codes from the California Unified Certification Program database.
13. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
14. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
15. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
16. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
17. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
18. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
19. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form.
20. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
21. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

22. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
23. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
24. Bid Opening Date - Enter the date contract bids were opened.
25. Contract Award Date - Enter the date the contract was executed.
26. Award Amount – Enter the contract award amount as stated in the executed contract.
27. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
28. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
29. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
30. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
31. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ established a Disadvantaged Business Enterprise (DBE) goal of ___% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Local Assistance Procedures Manual

Exhibit 12-B
Bidder's List of Subcontractors (DBE and Non-DBE)

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years ☐

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September 2021

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but <u>were not selected</u> to participate as a subcontractor on this project.

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years
NAME City, State							☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million Age of Firm in years

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

The bidder____, proposed subcontractor_____, hereby certifies that he has _____ , has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates are not included in these specifications but will be included in the final signed contract. They may be obtained at the Internet Website: https://sam.gov/wage-determinations

A copy is also available at the Offices of Tehama County Public Works, 9380, San Benito Avenue, Gerber, CA 96035

NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(l) 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 any Federal 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.

(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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

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. Code. 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.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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
☐ 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:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)
☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to 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. Attach a continuation sheet for additional information if the space on the form is inadequate. 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 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 first 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 organization 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 identification 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 commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. 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).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, 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, D.C. 20503. SF-LLL-Instructions Rev. 06-04

PUBLIC CONTRACT CODE

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___ , has not ___been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space. Provide additional pages as needed.

PUBLIC CONTRACT CODE 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT

(TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106)

TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BID SIGNATURE PAGE

Accompanying this Bid is_____in amount equal to Twenty-Five Thousand Dollars ($25,000).

(NOTICE: INSERT THE WORDS "CASH($ _____)," "CASHIER'S CHECK","CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

Also accompanying this Bid is a Bonding Company Letter from your bonding company that states ALL the following: 1) Your Bonding Capacity (aggregate dollar amount), 2) The current amount of bonding outstanding, and 3) how long the bonding company has been providing bonds.

The names of all persons interested in the foregoing Bid as principals are as follows:

IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

_____

Licensed in accordance with an act providing for the registration of Contractors,

License No._____ Classification(s)_____

ADDENDA –

This Bid is submitted with respect to the changes to the contract included in addenda number/s

_____

(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date:

Signature and Title of Bidder

Business Address:

Place of Business:

Place of Residence:

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

We,_____as Principal, and

_____as Surety are bound unto the County of Tehama, State of California, hereafter called "County", in the penal sum of Twenty-Five Thousand Dollars ($25,000) , submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS the Principal is submitting a bid to the County for certain construction specifically described as follows:

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

FOR WHICH BIDS ARE TO BE OPENED AT THE COUNTY DEPARTMENT OF PUBLIC WORKS OFFICE, IN GERBER, CALIFORNIA, AT **3:00 PM, (PST) ON OCTOBER 8, 2025.**

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the County; one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including attorney's fee to be fixed by the Court.

Dated: _____ , 20_____

(SEAL)

_____
Bidder

By: _____
Principal

_____
Surety

By: _____
Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of SS

On this _____day of _____ in the year 20_____ before me

_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of , and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS

OWNER-CONTRACTOR AGREEMENT

COUNTY CONTRACT NUMBER: _____

THIS AGREEMENT, made and concluded, in triplicate, on _____between the County of Tehama, hereinafter called "County", and _____, hereinafter called "Contractor".

ARTICLE I.-- The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the Job Order Contracting work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated 2024 and the Standard Plans for Construction, dated 2024 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are entitled:

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK CATALOG®, TECHNICAL SPECIFICATIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON:

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025
COUNTY CONTRACT NUMBER: _____

ARTICLE II.-- The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.— The higher of the State or the Federal prevailing wage rates as referenced in this set of contract documents are hereby made a part of this contract, and Contractor shall pay and require all subcontractors to pay the higher of the State or Federal prevailing wage rates to the construction workers providing labor for the work. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.-- By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.-- And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

CONTRACT SUM:

1. This Contract is an Indefinite Delivery/Indefinite Quantity ("ID/IQ") contract for construction work and services. The Initial Contract Value is $1,500,000. The County reserves the right to increase the Initial Contract Value to the State Maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January 1998, which at this time is approximately $6,210,093.15.

2. The Contractor is not guaranteed to receive the Initial Contract Value. Compensation to any single Contractor under any single authorized Job Order shall in no event exceed the Job Order Grand Total specified in a properly authorized Job Order. The Job Order Grand Total under any single authorized Job Order shall in no event exceed the Initial Contract Value as defined below less the total of the Job Order Grand Total(s) of all Job Orders authorized for performance through the current date

3. The Contractor shall perform all Prepriced Tasks for the Unit Prices set forth in the Construction Task Catalog® multiplied by one of the following Adjustment Factors:

   General Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

   _____.

   General Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

   _____.

   Secured Facilities - Normal Working Hours Adjustment Factor: 7:00 am to 5:00 pm Monday to Friday, except for Holidays:

   _____.

   Secured Facilities - Other Than Normal Working Hours Adjustment Factor: 5:00 pm to 7:00 am Monday to Friday, and all-day Saturday, Sunday, and Holidays:

   _____.

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IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

COUNTY OF TEHAMA

STATE OF CALIFORNIA

(SEAL)

Chairperson
Board of Supervisors

Date

CONTRACTOR

(SEAL)

Signature

Name

Title

Date

Licensed in accordance with and providing for the registration of contractors:

License No.: _____

Federal ID No. _____

DUNS Number (if applicable): _____

On this page

Insert County Counsel

E-Contract Review

Approval as to Form

(in JPG format using “behind text” property’s)

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND

(PAYMENT BOND TO ACCOMPANY CONTRACT) (SECTION 3247, CIVIL CODE)

BOND NO._____

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, The County of Tehama, has awarded to _____ as Contractor, a contract for the work described as follows:

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, CONSTRUCTION TASK CATALOG®, TECHNICAL SPECIFICATIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON:

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

COUNTY CONTRACT NUMBER: _____

AND WHEREAS, said Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the Initial Contract Value, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law;

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Payment Bond then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in increments of $500,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of One Million Five Hundred Thousand Dollars ($1,500,000), which is equal to 100% of the Initial Contract Value for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractor, his or its heirs, executors, administrators, successors or assigns, or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18664 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorneys fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, corporations, political subdivisions and State agencies, entitled to file claims under the provisions of Civil Code Section 9100, as now in effect and as the same may be amended or superseded from time to time, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

The Principal and Surety do hereby represent, warranty and guarantee, the Surety is an "Admitted Surety" as that term is, or may be defined by California statute, regulation or the Department of Insurance.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed hereto and these present duly signed by its undersigned representative, pursuant to authority of its governing body.

Dated: _____ , 20_____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
Contractor

_____ _____
Surety (SEAL)

_____ _____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20 ___ before me _____,

personally appeared _____, personally known to me (or proved to me
Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

_____

(SEAL) Notary Public

APPENDIX B

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(PERFORMANCE BOND TO ACCOMPANY CONTRACT)

BOND NUMBER:_____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The County of Tehama has awarded _____ as Contractor, a contract for the work described as follows:

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT
FOR CONSTRUCTION ON:

JOB ORDER CONTRACTING GENERAL CIVIL SERVICES 2025

COUNTY CONTRACT NUMBER: _____

WHEREAS, The Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the Initial Contract value, guaranteeing the faithful performance thereof:

If, at any time, the total value of outstanding Job Orders exceeds the penal sum of the Payment Bond then in effect, the County may, at its discretion, require the Contractor to submit a new Performance and Payment Bond in increments of $500,000 or the penal sum equal to such total value of outstanding Job Orders, whichever is greater.

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of One Million Five Hundred Thousand Dollars ($1,500,000), which is equal to 100% of the Initial Contract Value, to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bounded Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Tehama , its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20___.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

_____
Contractor

_____ _____
Name of Surety (SEAL)

_____

_____ _____
By: Attorney-in-Fact

_____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20 ___ before me _____,

A notary public in and for the City / County of _____personally

appeared _____, Known to me to be the person whose
Attorney-in-fact

name is subscribed to this instrument as the Attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

_____

(SEAL) Notary Public

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE

FEDERALLY FUNDED JOB ORDERS

In cases where a Job Order is funded wholly or partially with federal funds, the Contractor will comply with all applicable provisions of federal law. Refer to the following links for federal guidelines:

https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl

https://www.acquisition.gov/?q=browsefar

The Contractor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

1. FEDERAL REQUIREMENTS ON ALL PURCHASES

   1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2

   1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60

   1.3. Copeland Anti-kickback Act (for construction and repair)18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3

   1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5

   1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.

   1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401

   1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64

   1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
   17.9 Filing of Patent Applications – Classified Subject Matter FAR 52.227-10

   1.9. Patents Rights – Ownership by Contractor and Government FAR 52.227-11 and 52.227.13

   1.10. Rights in Data – General FAR 52.227-14

   1.11. Authorization and Consent Patents and Copyrights 52.227-1

   1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2

   1.13. Buy American Act – Supplies FAR 52.225-3

   1.14. Government Property FAR 52.245-5

   1.15. Notice of Radioactive Materials FAR 52.223-7

   1.16. Privacy Act FAR 52.224-2

2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $2,500
   - 2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
   - 2.2. McNamara –O'Hara Service Contracts Act 41 U.S.C. 351 et seq.

3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $10,000
   - 3.1. Prohibition of Segregated Facilities FAR 52.222-21
   - 3.2. Equal Opportunity FAR 52.222-26
   - 3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
   - 3.4. Walsh-Healy Public Contracts Act FAR 52.222.20

4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $25,000
   - 4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
   - 4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
   - 4.3. Debarment and Suspension FAR 52.209-6

5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $100,000
   - 5.1. Anti-kickback procedures FAR 52.203-7
   - 5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6
   - 5.3. Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
   - 5.4. Integrity of Unit Prices FAR 52.215-14
   - 5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4
   - 5.6. Clean Air and Water FAR 52.223-2
   - 5.7. Clean Air Act (42 U.S.C. 7401 et seq.)
   - 5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.
   - 5.9. Drug-Free Workplace FAR 52.223-6
   - 5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
   - 5.11. Utilization of Small Business Concerns FAR 52.219-8
   - 5.12. Preference for US Flag Carriers FAR 52.247-63
   - 5.13. Toxic Chemical Release Reporting 52.223-14

6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $500,000
   - 6.1. Cost Accounting Standards – Educational Institutions FAR 52.230-5
   - 6.2. Administration of Cost Accounting Standards FAR 52.230-6

7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $550,000

7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10

7.2. Subcontractor Cost or Pricing Data FAR 52.215-12

7.3. Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13

8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN $650,000

8.1. Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9

8.2. Liquidated Damages – Subcontracting Plan FAR 52.219-16

9. AFFIRMATIVE ACTION

The Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to the Contractor's Affirmative Action program.

10. FEDERAL EQUAL OPPORTUNITY

The Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
    - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
    a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Quote for bid item work and description of work to be performed
        - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
        - Revised Subcontracting Request form
        - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs

to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

F. Commitment and Utilization

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

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email the Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local Agency administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

2. BID OPENING
The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. BID RIGGING
The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
   2.1 Polyvinylchloride
   2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf]

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	 19.1 26.1 23.6

180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	 11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	 16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.
Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]."

("Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued."

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns."

("Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is____.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

CONSTRUCTION TASK CATALOG AND TECHNICAL SPECIFICATIONS LINKS

Construction Task Catalog® and Technical Specifications Link:

https://fortive.box.com/s/lh3ynuud8ulhqcb7m18qhhmx3fixplcw

Please note: The links will cease to be available after 12/9/2025. Please download and save as soon as possible.

NOTE: These Supplementary Conditions apply to FEMA funded County projects. The County anticipates that most projects performed through the Job Order Contracting program will not be FEMA funded.

SUPPLEMENTARY CONDITIONS – FEMA FUNDED PROJECT

The Agreement/Contract (collectively, "Contract") may be funded in whole or in part by federal grant funding received by The County of Tehama ("County) from the Federal Emergency Management Agency ("FEMA"), which is part of the United States Department of Homeland Security ("DHS"). Therefore, Consultant/Contractor (collectively, the "Contractor") must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with the Contractor's performance of the work or services covered by the Contract (the "Project"). All such federal laws and regulations shall be deemed to be inserted in the Contract and the Contract shall be read and enforced as though such federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any The County of Tehama request that would cause the County to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Contract shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Contract shall remain in full force and effect.

In addition, the Contractor agrees to the following specific provisions:

1.1 Debarment

.1 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

.2 The County will ensure the Contractor and any lower participants are not debarred by checking the governments Excluded Parties List System at SAM.gov prior to executing a contract.

1.2 Cost Plus Percentage Not Allowed

.1 Notwithstanding any provisions in the agreement to the contrary, the Contractor and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes but is not limited to the use of percentages for change orders or mark-ups on sub-contractors or materials. Cost plus fixed fee either lump sum or unit price is authorized.

1.3 Additional Federal Contracting Requirements

.1 The Contractor must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).

.2 The Contractor must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

.3 The Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

.4 The Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

.5 The Contractor must comply with Title VIII of the Civil Rights Act of 1968, which prohibits Contractors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

.6 The Contractor must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

.7 The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

.8 The Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

.9 The Contractor must provide reporting as specified in the plans, specifications and deliverables section of the contract.

.10 The County shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

.11 The County shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.

.12 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

.13 The Contractor must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

.14 The Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

.15 The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

.16 The Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

.17 The County is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce the Contractor's compliance with the terms of the Contract.

.18 The Contractor must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Contract.

.19 If the Contractor collects PII (Personally Identifiable Information) in connection with the Project, the Contractor is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

.20 The Contractor must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

.21 The Contractor must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

.22 The Contractor must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

.23 The Contractor must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency ("LEP") to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.

.24 The Contractor must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the Contractor to pay any person to influence, or attempt 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 Federal action concerning the award or renewal.

.25 Unless otherwise provided by law, the Contractor is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

.26 The Contractor must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

.27 The Contractor must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

.28 The Contractor must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.

.29 The Contractor must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

.30 The Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

.31 The Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

.32 The Contractor must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

.33 The Contractor must acknowledge and agree—and require any sub-contractors, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:

a. the Contractor must cooperate with any compliance review or complaint investigation conducted by DHS;

b. the Contractor must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;

c. the Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;

d. the Contractor must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance;

e. if, during the past three years, the Contractor has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Contractor must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and

f. in the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Contractor, or the Contractor settles a case or matter alleging such

discrimination, the Contractor must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).

.34 The Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

.35 Small and Minority Businesses: The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section. http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1321&rgn=div8

.36 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).

.37 The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

.38 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5). This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.

.39 The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

.40 The Contractor shall provide reporting as specified in the plans, specification and deliverables section of the contract.

.41 The County shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

.42 The County shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.

.43 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

.44 The Contractor shall maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

.45 The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

.46 The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

The United States has the right to seek judicial enforcement of these obligations.

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND GORDIAN DEVELOPMENT, IMPLEMENTATION, AND SUPPORT OF JOB ORDER CONTRACTING PROGRAM

This professional services and license agreement is entered into between the County of Tehama, through its Department of Public Works ("County" or "Owner") and The Gordian Group, Inc. ("Contractor" or "Gordian") for the purpose of performing services related to the development, implementation, and support of a Job Order Contracting Program ("JOC") in accordance with terms and conditions set forth herein.

Gordian and Sourcewell are parties to Contract No. 050421-GGI, dated June 7, 2021 ("Underlying Contract") under which Gordian is authorized to provide JOC consulting and other value-added services to eligible Sourcewell members for the pricing and terms set forth in the Underlying Contract. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota to provide programs and services to members in education and government and is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its member agencies. County is a Sourcewell member and is authorized to enter into this Agreement.

County desires, through this Agreement, to procure certain services set forth in the Underlying Contract in accordance with the pricing and other terms set forth in the Underlying Contract which is incorporated by reference herein and included as part of Exhibit A. Pursuant to the Underlying Contract, Sourcewell members may engage Gordian directly. The parties intend that this Agreement, including all additional terms stated in this Agreement that are not expressly stated in the Underlying Contract, and the Underlying Contract serve as the Agreement between the parties. In the event there is a conflict between the terms stated in this Agreement and the terms in the Underlying Contract, the terms of this Agreement shall control.

Therefore, in consideration of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide the Services as detailed in Contractor's Proposal dated December 2nd, 2022, which is attached hereto as Exhibit A and is incorporated into this Agreement by reference.

Gordian grants County, for the term of this Agreement, a license ("JOC System License") to Gordian's Job Order Contracting System and other related proprietary materials (collectively, the "Proprietary Information") as set forth in Contractor's proposal, Exhibit A.

2. RESPONSIBILITIES OF THE COUNTY

In addition to any other duties and responsibilities set forth in this Agreement and incorporated attachments, County shall assume the following duties and responsibilities: (i) County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement; (ii) County shall review all documentation and requests for information submitted by Gordian in a timely manner; (iii) County shall provide full information regarding requirements for the JOC program, including but not limited to facilities lists, current County procedures, programs, technical specifications and bidding information; (iv) County shall designate, in writing a representative who shall render or obtain decisions pertaining to the JOC program in a timely manner; and (v) County shall be responsible for reproduction of the Construction Task Catalog®, Technical Specifications, Contract and General Conditions, Instruction to Bidders and Bid Forms, including the bid packages distributed to interested construction contractors.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in Exhibit A after satisfactorily completing the duties described in this Agreement. The rates set forth in Exhibit A are inclusive of all other expenses. 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 more than 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, as well as expense reimbursement requested, 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**

County hereby retains Contract as County's JOC Services provider for the term commencing on the date of this Agreement and expiring 60 months after the award of the first JOC construction contract (the "Term"), unless terminated or extended as provided for herein. This is a non-exclusive contract. This Agreement may be extended for additional periods of 12 months each by the mutual written agreement of the parties. The Chairperson of the County Board of Supervisors shall have authority to approve the extension and may at his or her discretion require approval of the full Board of Supervisors.

6. **TERMINATION OF AGREEMENT**

Either Party may terminate this Agreement without cause by providing written notice to the other Party of the effective date of termination. The effective date of termination shall be a minimum of 30 days after the date such notice is given. In the event County or Gordian exercises such termination right, County shall pay Gordian, within 30 days of the effective date of termination, the Fees for all work ordered prior to the effective date of termination.

If Gordian breaches any of the material provisions of this Agreement, County may terminate this Agreement for cause by providing written notice to Gordian stating with specificity the nature of the alleged breach. Termination shall be effective immediately unless the breach is capable of being cured. If said breach is capable of being cured, County shall provide Gordian a minimum period of 10 days to cure the alleged failure or breach before the termination shall be effective. The 10-day cure period may be extended by agreement of the Parties. Such agreement to extend the cure period shall not be unreasonably withheld. Upon expiration of

the 10 days (or longer period as agreed upon), County may issue a final notice of termination for cause, specifying the effective date of termination which shall be a minimum of 10 days after the date such notice is given, unless it is determined that the alleged breach has been cured. In the event County exercises such termination right, County shall pay Gordian, within 30 days of the effective date of termination, the Fees for all work ordered prior to the effective date of termination.

If the County fails to fulfill its obligations under this Agreement, or if the County violates any of the material provisions of this Agreement, Gordian may terminate this Agreement for cause by providing written notice to the County stating with specificity the nature of the alleged breach. Termination shall be effective immediately unless the breach is capable of being cured. If said breach is capable of being cured, Gordian shall provide County a minimum period of 10 days to cure the alleged failure or breach before the termination shall be effective. The 10-day cure period may be extended by agreement of the Parties. Such agreement to extend the cure period shall not be unreasonably withheld. Upon expiration of the 10 days (or longer period as agreed upon), Gordian may issue a final notice of termination for cause, specifying the effective date of termination which shall be a minimum of 10 days after the date such notice is given, unless it is determined that the alleged breach has been cured. In the event Gordian exercises such termination right, County shall pay Gordian, within 30 days of the effective date of termination, the Fees for all work ordered prior to the effective date of termination.

County may terminate this agreement immediately upon written notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Director of Tehama County Public Works.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement, including all recitals and any exhibits attached or incorporated by reference, 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 which shall not be unreasonably withheld.

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**

To the fullest extent permitted by law, 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 the performance of the work described herein, directly caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose

acts any of them may be liable, except where caused by the negligent acts or omissions or willful misconduct of the County or any of its other contractors. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by Insurance obligations in the agreement.

11. INSURANCE

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

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. Contractor shall pay, at least, the general prevailing wage rates, as determined by the Director of the Department of Industrial Relations of the State of California, for all work hereunder. Contractor further agrees to fully comply with and to require its subcontractor to fully comply with such Prevailing Wage Laws. County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws.

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

Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

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

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1383 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. To the extent applicable, Contractor shall adhere to this policy 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:

James Simon, P.E.
Director of Public Works
Tehama County
9380 San Benito Ave
Gerber, CA. 96035

If to Contractor:

The Gordian Group, Inc.
Attn: Legal Department
30 Patewood Drive, Suite 350
Greenville, SC 29615
Phone: (800) 874 2291
Email: legal@gordian.com

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. OWNERSHIP OF DOCUMENTS

Excluding Contractor's Proprietary Information as set forth in Contractor's JOC System License, all documents, notes, reports, electronic storage media, plans or any other materials produced by Contractor during the term of this agreement for any purpose related to the agreement shall become the property of the County. Contractor shall deliver, upon full payment by the County for services rendered hereunder, all such materials to County.

Contractor alone shall own all right, title and interest, including all related Intellectual Property Rights in the Proprietary Information, the Services, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the County or any other party relating to the Proprietary Materials or the Services. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Proprietary Information, Services, or the Intellectual Property Rights owned by Contractor. Use of Contractor's Proprietary Information is governed by the JOC System License as set forth in Contractor's Proposal attached

hereto as Exhibit A. The County is not responsible for the inadvertent release of any records not clearly identified to the County as containing Proprietary Information.

The Contractor shall provide County with a list of all records, or categories of records, that Gordian believes are trade secrets, as that term is defined in Section 1839 of Title 18 of the United States Code, either at the time or before those records or categories of records are transferred to the possession of the County. In the event the County receives a public records request under the California Public Records Act (the "Act") where the requester is asking the County to provide inspection of or a copy of a record that Contractor has identified as a trade secret, the County will immediately notify the Contractor of such request and provide a copy of the request to Contractor. Within 7 calendar days from receiving the request from the County, the Contractor shall review the records request and notify the County in writing whether it believes that any of the records requested are exempt from release under the Act and the basis for withholding. If the County disagrees with Contractor's characterization of the record being requested, the County must notify the Contractor in writing prior to releasing the records and provide the Contractor with their basis for release and an opportunity prior to the release to file a writ to prevent the release, as long as doing so would not violate the timelines dictated by the California Public Records Act. If any litigation arises relating to a request for records provided to the County by the Contractor, the County will immediately notify the Contractor when the County becomes aware of the litigation. The County shall not object to an intervenor application by the Contractor in a matter relating to a request for records provided to the County by the Contractor.

28. DOCUMENTS AND RETENTION

1. Contractor and County agree to retain all documents relevant to this agreement for 3 years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, Contractor shall make available these records to the County, State or Federal government representatives.

2. Excluding Contractor's Proprietary Information as set forth in Contractor's JOC System License, Contractor shall provide County all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by Contractor pursuant to this agreement, should this agreement be terminated.

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

29. CONFLICT OF INTEREST

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

30. MONITORING, VIOLATIONS, BREACHES OF AGREEMENT

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

<<Signature Page to Follow>>

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

COUNTY OF TEHAMA

Date: 4-28-23

James N. Simon, Executive Director of Public Works

THE GORDIAN GROUP, INC.

Date: 04/28/2023 | 3:19 PM EDT

DocuSigned by:
Ammon Lesher
AE8B3189336C4E3...

Ammon Lesher Vice President

CONTRACTOR'S AGENT'S NAME AND TITLE

Exhibit A

GORDIAN®

December 2, 2022

Jessica Pecha, PE
Senior Civil Engineer
Tehama County
Department of Public Works
9380 San Benito Avenue,
Gerber, CA 96035

Re: Gordian's Job Order Contract ("JOC") Solutions available through Piggyback of Existing Sourcewell Contract

Dear Jessica:

The Gordian Group ("Gordian") is excited about the opportunity to provide our proposal for Job Order Contracting ("JOC") products and services to Tehama County (the "County"). As you may be aware, the products and services Gordian provides are unique and highly specialized. Gordian is the leading firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. We are 100% responsible for all of the products and services necessary for your JOC program.

Gordian has successfully implemented and supported our JOC solutions for over 300 public owners throughout the United States. Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. The following proposal describes the products and services we can provide to the County, and the most expedient ways for the County to procure the services.

Piggyback

As discussed, and at your request, we have provided in **Attachment No. 1** a copy of Gordian's most current contract with Sourcewell. Sourcewell is a public agency which allows participating nationwide government and education agencies ("Members") to reduce the cost of purchasing by leveraging their combined national purchasing power through cooperative efforts. Many of our clients have procured a JOC solution by piggybacking our existing contract with Sourcewell and we understand the County has precedence of purchasing from myriad Sourcewell contracts.

The current Sourcewell contract provides Members with the ability to implement JOC solutions offered by Gordian, including those described in detail in the following paragraphs.

Job Order Contracting Complete

The Job Order Contracting (JOC) Complete solution has helped facility and infrastructure owners' control and fast track their repair, maintenance and construction projects for over two decades. Through the JOC Complete solution, Gordian will develop, implement and support the County's JOC program. The following is a list of products and services performed for the JOC Complete services:

- **Experienced Account Managers** – Gordian will provide experienced Account Managers that are responsible for the implementation and support of the County's JOC program. This staff will report directly to the County and will be available to assist the County with any JOC related issues.

- **Establish JOC Program Guidelines** – Gordian will be responsible for conducting the activities necessary for establishing the structure of the County's JOC program. Responsibilities include preparing County specific Execution Procedures that will be used to execute the JOC program.

- **JOC Program Documents** – Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog®.

- **JOC Management Applications** – Gordian will be responsible for providing a license for an unlimited number of County users to access Gordian's web-based JOC System, which includes the JOC Information Management System ("IMS") and Construction Task Catalog®. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. Our JOC IMS was specifically developed to control the JOC process and ensure auditability and transparency for every dollar spent. No other software on the market today can match the control and insight provided by Gordian's JOC software. The County's standard reports and forms will be incorporated as requested.

- **Marketing** – Gordian will be responsible for marketing the JOC program by informing internal County staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.

- **Training** – Gordian will be responsible for developing and conducting a comprehensive JOC training program for County and JOC contractor staff, which will include different course modules that will provide specialized training to each element of County and JOC contractor staff.

- **Job Order Development** – Gordian will be responsible for assisting the County with developing Job Orders from project identification to issuing the Job Order. Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the County is paying for the correct tasks, in the proper quantity and at the correct competitively bid price. It is very important that qualified project managers develop each and every Job Order. A detailed list of the tasks Gordian performs to develop Job Orders is as follows:

    - **Project Identification** – When a project is identified, Gordian's Account Managers will contact the County and assist with determining whether the project is appropriate for JOC.

    - **Contractor Identification** – In the event the County has multiple JOC contractors, we will assist the County identifying the appropriate JOC contractor for the project based on the type of work involved and the location of the project.

    - **Joint Scope Meeting** – Then a Gordian Account Manager will quickly schedule a Joint Scope Meeting at the project site to help County and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost-effective collaborative solutions.

    - **Develop Detailed Scope of Work** – Next, the Gordian Account Manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.

- **Request for Price Proposal** – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian Account Manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.

- **Prepare the Price Proposal** – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional County required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

- **Price Proposal Review** – Then, the Gordian Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any County required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then, the Gordian Account Manager will submit the Price Proposal and related documents to the County.

- **Issue Job Order** – Once the County approves the Price Proposal and related documents, and decides to move forward with the project, the County simply issues a purchase order to the contractor.

- **Construction Management** – During construction, the County's Project Managers will follow its standard internal policies and procedures for construction management and site inspections, including coordinating any required code inspections. When unforeseen conditions arise or the County desires to change the Detailed Scope of Work, a supplemental Job Order is developed in the same manner as the original Job Order. With JOC, changes to the work are pre-priced.

- **On-going Support and Maintenance** – Gordian will be responsible for providing comprehensive JOC follow on support to the County for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the County. Support services will include, but are not limited to, unlimited toll-free IMS software support, access to all IMS software updates and additional functionality, updating for each new JOC contract the Construction Task Catalog®, Technical Specifications, Contract and General Conditions and Bid Documents, providing procurement assistance for new JOC contracts, providing training for new County and JOC contractor staff, and preparing customized forms and reports requested by the County.

JOC Complete Services Fees

Gordian's Fees to provide the Job Order Contracting Complete services consist of a Client License Fee and a Job Order Development Fee as specified below:

Client License Fee:	One and ninety-eight hundredths (1.95%) for the work ordered; and
Job Order Development Fee:	Three and eight-hundredths percent (3.05%) of the value of the work ordered.

The above JOC Complete Services Fees will be payable upon the issuance of a Job Order, purchase order, or similar purchasing document to the JOC contractor by the County.

Job Order Contracting Complete Management

In addition to the Job Order Contracting Complete services described above, Gordian proposes to provide our Job Order Contracting Complete Management, or JOC Complete Management, services on a project-by-project basis. Utilizing our JOC Complete Management services option, which includes **construction management services, will allow the County to manage Job Orders from Job Order issuance to Job Order close-out**. Whether due to peak volumes, staff shortages, or new strategic staff directives, our JOC Complete Management services can provide on-site construction management experts, using our proven methods, to carry out day-to-day JOC operations and relieve the County's project workload burden. Our staff becomes the County's staff. A detailed list of Gordian's standard construction management services, which we modify as necessary to meet the needs of each client, is as follows:

- **Preconstruction** – First, a Gordian project manager will conduct a pre-construction meeting with County representative(s), the JOC contractor and, if applicable, the architect or engineer. The project manager will coordinate and share any preconstruction information with the County, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- **Site Visit** – During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- **Communicate** – The Gordian project manager will provide weekly construction status reports to the County, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- **Supplemental Job Orders** – In the event there are unforeseen conditions or the County requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- **Approvals** – The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the County's approval of the work. Final acceptance of the work will be the responsibility of the County. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- **Project Close-out** – As the final step in the process, the Gordian project manager will enter all Job Order related information into the JOC IMS system and collect any required as-builts, warranties, etc., from the JOC contractor.

JOC Complete Management Fees

Gordian's fee to provide the JOC Complete Management services consists of the Project Management Fee below in addition to Client License Fee and Job Order Development Fee described above:

Project Management Fee:	Five and ninety-five hundredths percent (5.95%) of the value of the work ordered.

The Project Management Fee is payable when construction of the Job Order has been completed and accepted by the County and will only apply when the JOC Complete Management services are requested by the County on a project-by-project basis, at the County's discretion.

Contractor License Fee

In addition to the fees described herein, Gordian will also charge each of the County's JOC contractors a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by the County. The Contractor License Fee is assessed to the JOC contractor in return for their access to our proprietary construction data and JOC applications, and is not a direct cost to the County. Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee.

The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the County, and will be assessed to the JOC contractor for all work ordered by the County using the JOC program.

JOC System License

Gordian's JOC solutions are subject to our standard JOC System License. A copy of the JOC System License is included with this proposal as **Attachment No. 2**, and must be included in the contract between the County and Gordian.

Gordian sincerely appreciates the opportunity to submit this proposal to provide our JOC products and services to Tehama County. Please contact me at R.Horn@Gordian.com or (510) 407-6494 if you have any questions or if you need any additional information.

Sincerely,

Randy Horn

Randy Horn
Director of Business Development, West Region

Attachments

cc: Jeff Benson

Sourcewell

Solicitation Number: RFP #050421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Gordian Group Inc., 30 Patewood Drive, Bldg. 2, Suite 350, Greenville, SC 29615 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for JOC or IQCC Program Management Consulting Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract. Vendor will require the use of Vendor's then-current standard License Agreement for the use of its proprietary JOC system and related materials (the JOC System License). In the event of a conflict in terms and conditions between the JOC System License and any other terms and conditions of this Contract, or any transaction document between Vendor and the Participating Entity (including a purchase order), the JOC System License terms and conditions will take precedence.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee. The parties agree that as a condition precedent to Vendor's obligation to remit the Administrative Fee, Vendor must first receive payment from the Participating Entity. In the event Vendor does not receive payment from the Participating Entity in full, for any reason, Vendor will only be liable to Sourcewell for payment of the Administrative Fee calculated as a percentage of the fees received by Vendor.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter in which Vendor receives payment from the Participating Entity.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:

$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees that Sourcewell and its Participating Entities, including their officers, agents, and employees, must be covered as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have 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 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	The Gordian Group Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Ammon T. Lesher 2905845C404D406...
By: _____	By: _____
Jeremy Schwartz	Ammon T. Lesher
Title: Chief Procurement Officer	Title: Vice President and General Counsel
Date: 6/3/2021 | 2:51 PM CDT	Date: 6/7/2021 | 11:21 AM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 6/7/2021 | 12:23 PM CDT

RFP 050421 - JOC or IQCC Program Management Consulting Services

Vendor Details

Company Name:	Gordian
Address:	30 Patewood Drive, Suite 350 Greenville, SC 29615
Contact:	Matthew Peterson
Email:	m.peterson@gordian.com
Phone:	218-851-9913
Fax:	800-874-2291
HST#:	

Submission Details

Created On:	Monday March 29, 2021 06:51:25
Submitted On:	Tuesday May 04, 2021 13:46:09
Submitted By:	Deborah Bates
Email:	d.bates@gordian.com
Transaction #:	74727ce2-4aba-454d-aad0-1c0628ba9924
Submitter's IP Address:	174.227.18.63

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	The Gordian Group, Inc.	*
2	Proposer Address:	30 Patewood Drive Bldg. 2, Suite 350 Greenville, SC 29615	*
3	Proposer website address:	www.gordian.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Ammon T. Lesher Vice President and General Counsel 30 Patewood Drive, Bldg. 2, Suite 350 Greenville SC 29615 A.Lesher@gordian.com 800-874-2291 Toll Free 864-752-4545 Direct	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Ammon T. Lesher Vice President and General Counsel 30 Patewood Drive, Bldg. 2, Suite 350 Greenville SC 29615 A.Lesher@gordian.com 800-874-2291 Toll Free 864-752-4545 Direct	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matthew Peterson Account Manager, National Accounts 30 Patewood Drive, Bldg. 2, Suite 350 Greenville, SC 29615 M.Peterson@gordian.com 800-874-2291 Toll Free 218-851-9913 Mobile	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Gordian Group, Inc. ("Gordian") is the most qualified and experienced firm in existence for implementing and supporting a customized Job Order Contracting (JOC) for Sourcewell Members ("Sourcewell"). Since our Incorporation in 1990, Gordian has been providing JOC solutions to help public and private facility and infrastructure owners, like Sourcewell Members, control and fast track their construction repairs and alterations. Since Harry Mellon created JOC and co-founded Gordian, our primary focus has been the advancement and improvement of efficient and effective processes across the entire construction lifecycle. During that time, we have developed a wealth of data, technology, process and human resources that are unmatched in the industry. Gordian has continued to innovate and refine our JOC products and services and the underlying components that form them to meet the varying needs of our clients. All of our JOC solutions are designed to minimize the amount of effort required by the owner while maximizing the benefits. During these 30+ years, we have successfully implemented and supported JOC programs for over 250 clients around the country. Gordian's JOC solutions are a turnkey procurement approach, which tailor components to form a unique, comprehensive and high-performing JOC program for each of our clients. Job Order Contracting procurement was pioneered and tested by our founder, Ret. Lt. Colonel Harry H. Mellon, for the U.S. military more than 40 years ago. It is an increasingly popular construction procurement method among facility and infrastructure owners to quickly and easily accomplish repair, alteration and construction projects. For the first 24 years, Gordian's only business was the development, implementation and support of Job Order Contracting programs using industry leading software, data and expert services. In 2014 Gordian acquired additional construction cost data assets and expertise through the purchase of R.S. Means Company, LLC. This acquisition expanded Gordian's ability to create, collect, maintain and analyzed the leading construction cost database in North America; and added construction cost estimating software to Gordian's product offerings. In 2015 Gordian further expanded is product offerings through the acquisition of Sightlines, LLC, which introduced Assessment & Planning, ROPA, Space Utilization and Sustainability. Gordian maintains a culture of continuous improvement where each of these product lines are evaluated and maintained to ensure we are delivering the highest quality solutions to our customers. Since 2015, Gordian JOC systems have enabled the procurement of more than $10 billion dollars in renovation, repair, maintenance and new construction work, with more than $4 billion dollars procured in the past two years alone. Our JOC solutions combine and integrate a complete set of our proprietary JOC components, uniquely customized for each individual owner to drive maximum performance. These solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Please also see our document titled Company Information and Financial Strength in the documents section of our proposal response.
8	What are your company's expectations in the event of an award?	Gordian's seeks to establish a contract award for the development, implementation and support of a JOC program that customers can access to procure our services more efficiently and cost-effectively. If potential customers have questions about Sourcewell, we anticipate a Sourcewell representative will be available to answer any such questions.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Gordian is a wholly-owned subsidiary of Fortive Corporation, a publicly-held corporation with annual revenues of more than $4.3 billion dollars and a market capitalization of approximately $24 billion dollars. Accordingly, any disclosure of financial information is issued by Fortive in accordance with SEC rules and regulations. More information on Fortive's financial disclosures can be found at https://investors.fortive.com/overview/default.aspx.
10	What is your US market share for the solutions that you are proposing?	Job Order Contracting is an alternative form of construction procurement focused on the control and fast track of construction repairs and alterations. Gordian is not aware of its market share for its services relative to the overall construction procurement solutions market in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	Job Order Contracting is an alternative form of construction procurement focused on the control and fast track of construction repairs and alterations. Gordian is not aware of its market share for its services relative to the overall construction procurement solutions market in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Gordian is best described as a manufacturer and direct service provider. Our Job Order Contract products and services are provided utilizing only in-house resources. Gordian is the leading firm in the nation that provides JOC solutions with single point responsibility for all of the products and services necessary for a turnkey JOC program. Our comprehensive JOC solutions are provided with in-house staff and include the proprietary data, technology, processes and staff resources necessary for our clients to achieve successful JOC programs. We do not "private label" the products from other companies, nor do we rely on third parties or independent vendors or subcontractors. Gordian employs a nationwide network of sales executives, account managers and full-time employees dedicated to marketing, developing, managing and supporting Gordian's products and services.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither Gordian nor any principle, officer or authorized representative of Goridan has been suspended or debarred at any time in its history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	A growing list of national organizations have recognized the results of Gordian's programs for clients including public procurement (NIGP), Housing (NAHRO), and American Public Works Association (APWA). Gordian received Sourcewell's 2017 Legacy Award for exemplifying commitment, innovation and persistence in creating uncharted business concepts. Since 2007, Gordian has partnered with Sourcewell to deliver a unique and streamlined bidding and contracting process for construction called ezIQC®. An organization we hold in highest regard, and one of our largest clients, the United States Postal Service, has also honored our work. The USPS recognized Gordian with its 2016, 2019 and 2020 Supplier Performance Award for superior supply chain management efforts through Job Order Contracting, allowing the Postal Service to more effectively provide exceptional mail service to the American public. Gordian's JOC experts are frequently called upon to speak and offer workshops at industry trade conferences both nationally and regionally. In the last year we have made presentations to gatherings of NIGP, APPA, NAHRO and NASFA, among others. Our expertise draws national media recognition almost monthly, as well. In the last year, several national journals have educated their readers on JOC principles, practices and trends with "unpaid" feature articles written by Gordian experts, which have been published in American School & University, School Construction News, CEFPI Educational Facility Planner, Today's Facility Manager, Construction Executive and others.	*
17	What percentage of your sales are to the governmental sector in the past three years	Gordian's average government sector sales for the last three years exceeds 80% of total sales annually.	*
18	What percentage of your sales are to the education sector in the past three years	Gordian's percentage of sales to the education sector is approximately 30%. This percentage is included in the 80% of sales to the government sector since the many are K-12, public universities, community colleges, and other public education facilities.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sales volumes shown are years 2018, 2019 and 2020, respectively: Sourcewell - $11,912,827 / $11,789,447 / $13,250,158 Cooperative Educational Services - $735,435 / $1,353,738 / $1,673,337 Buyboard - $960,062 / $854,744 / $836,783 Capital Region Council of Governments - $570,308 / $572,165 / $987,183 Keystone Purchasing Network - $1,069,773 / $1,810,026 / $1,737,016 Educational Services Commission of New Jersey - $1,494,775 / $2,568,573 / $1,737,016 Arizona Department of Administration - $1,700,867 / $2,565,213 / $2,133,822 Indiana Department of Administration - $234,938 / $413,997 / $1,552,687 Utah Division of Purchasing - $581,805 / $666,315 / $562,257 PACE Purchasing Cooperative - $35,146 / $220,443 / $79,312 Goodbuy Purchasing Cooperative - $-0- all 3 years Equalis - $ -0- all 3 years OMNIA - $ -0- all 3 years	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract No. GS35F0081Y - 2018 ($408,040), 2019 ($414,691), 2020 ($511,956)	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Capitol Region Council of Governments	Kim Bona, Program Manager	860-522-2217	*
New York City Department of Education	John Shea, Chief Executive Officer	718-349-5410	*
Indiana Department of Administration	Carl Brown, Deputy Director	317-232-3015	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Pennsylvania Department of General Services	Government	Pennsylvania - PA	Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services	Varies	$104,827,821	*
New York City Department of Education	Education	New York - NY	Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services	Varies	$1,105,304,045	*
State of Hawaii Department of Education	Education	Hawaii - HI	Implementation and Support of a Job Order Contracting Program, including Job Order Development and Construction Management Services	Varies	$ 990,328,732	*
Chicago Housing Authority	Government	Illinois - IL	Implementation and Support of a Job Order Contracting, and Section 3 Program	Varies	$175,278,596	*
Orange County	Government	California - CA	Implementation and Support of a Job Order Contracting	Varies	$137,083,327	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Within its total staff count of more than 600 employees, Gordian has more than 80 employees throughout its sales force in the United States and Canada. Our Sales force is discussed in the additional document titled Capabilities with Sales and Service attached and referenced in question #25 below.	*
24	Dealer network or other distribution methods.	Gordian does not utilize dealers or distributors and sells directly to customers and end users.	*

25	Service force.	Providing Job Order Contracting products and services is Gordian's primary business. Within a total staff count of more than 600, Gordian employs more than 80 Sales professionals, 300 JOC professionals, 40 engineers, and dozens of data scientists, cost researchers, software developers, product managers and others dedicated solely to our JOC products and services. Our teams that have extensive experience in all areas of consulting, planning, construction, information management systems, database administration, construction cost data, estimating, training, project management, operations and maintenance. The vast knowledge and experience of our employees helps us to fully understand the complexities that our clients face each and every day. We deliver our products with state-of-the-art computers, cloud servers, third-party Internet providers and redundant back-up systems. Support for our JOC System is provided from our well-established corporate facilities located in Greenville, South Carolina. Account Managers work with Sales and Marketing team members to provide the client and community support. Gordian is an extremely flat organization that provides several advantages, including decentralized decision making, maximum flexibility, rapid responsiveness to our clients, and a unique and attractive corporate culture for employees. Gordian's more than 600 employees have extensive experience in all areas of consulting, planning, engineering, construction, automated management systems, training, operations and maintenance. The vast knowledge and experience of our employees help us to understand fully the problems and complexities that our clients face each and every day. We operate under a team concept that allows for the liberal transfer of personnel, ideas and information, providing our clients with a truly integrated project delivery approach. As a result, we have assembled a team of professionals who have extraordinary JOC qualifications and experience. Gordian's procurement Solutions Sales team provides nationwide coverage, and is solely focused on selling the JOC products and services contemplated in this RFP. Our sales directors and field sales representatives are dispersed throughout the country and are responsible for territories where they are familiar with the local market economies, politics, construction environments, etc... This approach has proven successful as evidenced by the substantial growth of our partnership with Sourcewell since 2010. Gordian's Vice President and General Manager for SLED leads the Operations and Sales division for Gordian's nationwide SLED procurement initiatives. Consisting of twelve Regions led by three Vice Presidents, the team has 25 sales associates and more than 215 account managers operating nationwide. In addition our General Manager of Higher Education and General Manger of Healthcare lead national sales teams marketing and selling our JOC solutions into each vertical. Louis Patin leads our National Cooperative Programs and will be the management contact for Sourcewell and our internal teams working in collaboration with Sourcewell's marketing efforts. Each of these teams are directly supported by substantial resources focused in areas such as product, data, customer support, customer success, marketing, training and engineering. Gordian's back office operations include Finance, Accounting, Human Resources and Legal operations. Please see our additional document titled "Company Capabilities with Sales and Service Force."
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Gordian's Customer Support and Success team members are dedicated resources for our customers when called upon for assistance. The Planning customer-specific account team is also prepared to assist with any requests or issues. Core responsibilities for these team members are focused on pre & post sale activities. Focus areas include: • On-Boarding New Customers • Training / Demos • Product Support • User Access • User Navigation • Defect Escalation & Tracking • Updating Payment Information • New Requirement / Modifications Requests for Products • New Release Inquiries The Customer Support and Success team can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST, excluding holidays. The Planning account team is available for specific project-related requests; their contact information will be available upon team assignment. Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance.

27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Gordian currently has a client presence in 47 states. We are willing and able to provide products and services to all 50 states and additional territories.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Gordian currently has a client base in the British Columbia and Ontario provinces of Canada and welcomes further participation in Canada for all of our products and services.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Gordian can provide products and services throughout the identified geographic areas.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Gordian will participate in all sectors and does not have an existing contracts limiting promotion of the contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Gordian has existing contracts in Hawaii and Alaska. We can accommodate specific requirements for those states and in the US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded, Gordian will incorporate Sourcewell messaging into our robust marketing plan already in place. Our corporate-wide marketing plan is composed of a comprehensive communications plan layered with strategic industry components supporting the SLED, Higher Ed, Healthcare, Federal and AEC markets. Gordian's global marketing strategy is focused around building Gordian's market reputation through strong digital presence, 3rd party partnerships, events and other promotional channels driving demand generation, supporting sales enablement, and fostering repeat business and brand evangelism through engagement. Gordian will issue a co-branded press release and develop co-branded collateral pieces. Gordian is experienced in developing External Marketing and Outreach Programs to raise awareness of available programs, primarily through seminars. Gordian also uses seminars to facilitate minority and woman-owned business participation through prime contracts, if available opportunities exist, or networking opportunities with prime contractors. In addition to incorporating Sourcewell into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region and industry promoting Sourcewell messaging. A marketing representative would work directly with Sourcewell's marketing team at contract kick-off to ensure marketing messaging is aligned and develop a Sourcewell specific marketing plan with quarterly check-ins. Gordian's strong national marketing presence with various associations could be leveraged to promote the Contract.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Gordian's comprehensive digital marketing strategy focuses on acquiring new customers and engaging current customers with personalized, authentic digital interactions where they participate in their own buying journey. This strategy includes but is not limited to digital advertising, search engine optimization (SEO), social media marketing, email marketing and interactive content marketing. Gordian's robust social media marketing operation utilizes LinkedIn, Facebook, Twitter, Instagram, YouTube and other sites that are targeted by region, industry, organization type and personas. In addition to incorporating a new Sourcewell contract into our existing demand generation and nurture and digital marketing efforts, Gordian's marketing team will also develop specific targeted initiatives aligned by region to promote the program and the benefits available through it.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Upon award, Gordian's marketing team will focus on sales enablement and will work alongside Gordian's National Cooperative Team, lead by Louis Patin, and Sourcewell to immediately develop an internal Sourcewell training program. This would encompass an initial roll-out training to our internal sales and operations team along with regular trainings throughout the duration of the contract. This training program would sales reference materials, FAQs and sales collateral. As outlined in the marketing plan, Sourcewell would include Gordian generated success stories and relevant materials in member communications. Gordian and Sourcewell would work together to create co-branded collateral as necessary.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After a customer's system is up and running effectively, we will provide the following technical support services for the JOC Software using multiple communication methods. Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives will conduct a substantial number of JOC Software training sessions for our clients. We believe that working on-site is the best way to accomplish most tasks.	*

37	Describe any technological advances that your proposed products or services offer.	Gordian's JOC solutions are managed on Gordian Cloud, an easy-to-use, collaborative online platform. Gordian's Job Order Contracting software is designed to meet JOC best practices and provides instant access to a customized CTC, ensuring price certainty and procurement speed. The member and the awarded contractors can manage the Job Order workflow from creation to closeout with transparency, auditability and control. In addition to creating a more efficient and effective workflow, Gordian Cloud enables the capture and reporting of critical data that can be used to provide a snapshot of the program at any given time, or can be used to evaluate program performance over time and enable proactive control to ensure best practices are consistently followed.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a Fortive operating company Gordian is committed to sustainable business practices that minimize environmental impacts and ensure the health and safety of our associates, customers and our local communities nationwide. Gordian operates in accordance with our Environmental, Health and Safety Policy utilizing the following principles in conducting our business: • Compliance with applicable environmental, health and safety laws and regulations and applicable corporate and business unit policies, standards and procedures. • Periodic, formal evaluation of our compliance. • Integrity and accountability in personal conduct: Gordian employees are expected to understand the environmental, health and safety issues associated with their jobs and to act in an environmentally responsible, sustainable and safe manner. • Continuous improvements in EHS performance, waste minimization, prevention of pollution, promotion of sustainable practices and policies, and prevention of workplace accidents and injuries. • Integration of sound environmental, health and safety programs and practices into applicable business functions, including procurement, product design, product testing, product support, service, and facilities and real-estate operations. • Sensitivity to community concerns about environmental, health and safety issues. In addition, Gordian adheres to the company-wide corporate social responsibility vision, Accelerating Progress Toward a Sustainable Future, which is described in greater detail at www.fortive.com/csr
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	While Gordian's products included in this proposal do not possess the certifications listed in this section, our construction cost database includes numerous construction tasks that include equipment and materials that have energy efficiency certifications and each year millions of dollars of construction work is accomplished through Gordian's JOC solutions that is designed to enhance, upgrade and increase energy efficiency in public buildings.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Gordian has no small business certifications. The Gordian Group, Inc. Is a wholly owned subsidiary of Fortive Corporation, a public company.

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	As the creators of the Job Order Contracting (JOC) project delivery method, the Gordian team has decades of experience implementing and supporting successful JOC programs across the United States. Gordian's award-winning JOC solutions offer a unique combination of accurate cost data, purpose-built software and unmatched industry expertise. Each Gordian JOC project follows a proven process to make sure the Scope of Work is clearly defined, agreed-upon and executed as efficiently as possible. Local, preset pricing in the Construction Task Catalog® ensures accurate project costs. All Job Order Contracts are accessed in a secure, cloud-based software application that tracks project milestones, spend limits and This purpose-built software allows owners to set milestones that tracks end dates, spend limits and Key Performance Indicators (KPIs), for easy contract management. The Gordian team will conduct a line-by-line review to each project proposal to eliminate inefficiencies and confirm every relevant task necessary to complete the project is included. This end-to-end support and JOC expertise is why hundreds of organizations rely on Gordian's JOC solutions to execute more than $2.4B in construction volume each year. Gordian is the best-qualified firm to provide the requested products and services for the following reasons: • We are the leading firm that can provide single point responsibility for a JOC program. We prepare, customize and support, with in-house staff, the Contract Documents, Construction Task Catalog®, Technical Specifications and the JOC Information Management System that we provide to our clients. We do not rely on third parties or independent vendors, and we do not subcontract or white label third-party products. We will be 100% responsible for the success of your JOC program using in-house resources for software, data and services. • Gordian has successfully implemented and supported our JOC solutions for over 250 public owners throughout the United States, • Building a JOC program takes more than preparing customized documents and providing software. The devil is in the details. Our experience provides us with the knowledge to develop a comprehensive, fully functioning JOC program that will deliver the most value possible. In 2019 more than $2.3 billion dollars of construction work was procured using Job Order Contracting programs implemented and supported by Gordian. • Our approach to developing your JOC program will be a source of substantial benefits for the Region's local, minority and women owned business programs. We have a proven track recordof substantially increasing the use of local, minority and women owned firms through the incorporation of diversity goals into the JOC contracts, and monitoring utilization through our JOC software. • Gordian is uniquely equipped to market and drive adoption of our JOC solutions to Sourcewell members across the country.	

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Describe any performance standards or guarantees that apply to your services	Gordian's contract are performance-based and therefore do not require any guarantees or warranties to cover the risk of deficient performance. Customers only remit payment to Gordian for their actual use of the JOC system, and are not obligated to make any minimum purchase after Gordian implements the program at no cost to the member. The performance-based approach does require that Gordian track and monitor both internal and customer performance to ensure the program is optimized and the Member is obtaining the efficiencies and savings afforded by our JOC solution. Gordian uses several key performance indicators to demonstrate the value of our JOC solution, and to benchmark performance from an established baseline. These key performance indicators, which can be tracked and reported through our Gordian Cloud software, include metrics on time and cost savings, with examples of each provided below: - Total Procurement Time - Time from Project Initiation to Joint Scope Meeting - Time from Request for Price Proposal to Price Proposal Approved - Time from Price Proposal Approved to Construction Start - Final Cost Compared to Budget - Cost of Initial Price Proposal to Final Price Proposal Gordian's program analysts and program management teams ensure that these, and other internal performance metrics, are tracked and evaluated to confirm that each program is operating at a high level. When key performance indicators evidence deficient performance relative to the program goals, Gordian employs our problem-solving approach to identify the root cause of the gap, implement countermeasures, and drive performance to ensure any gaps are closed.	*
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Gordian has established customer support and customer success standards that are utilized for our JOC solutions. Gordian's Customer Support and Customer Success team members are dedicated resources for our customers when called upon for assistance. These two teams consist of 12 team members that are focuse on post-sale activities including: - On-Boarding New Customers - Training / Demos - Product Support o Product Installations o User Access o User Navigation o Defect Escalation & Tracking o Liaison Contact for Engineer Inquires o Updating Payment Information o New Requirement / Modifcations Requests for Products They can be contacted via phone at 800-874-2291 or via email at gordiansupport@gordian.com. Hours of operation are Monday – Friday 8am EST to 10PM EST. Service Level Agreements (SLA) of issue resolution are expected under 24 hours once notified and logged into our Salesforce CRM ticket tracking system. Key tracking metrics are monitored daily which include: Service Level, Abandon Rate, First Contact Resolution (FCR), Customer Effort (CES) & Agent performance.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
44	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 30 from the date of invoice.	*
45	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable.	*
46	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The proposed order process consists of the direct development, revision and execution of a contract document with each Sourcewell member that procures Gordian's JOC solutions through the Sourcewell contract as each member typically requires additional terms and conditions to those contained in the Sourcewell agreement. Once the contract is executed Gordian will initiate and complete the program implementation process at no cost to the Sourcewell member. Each contract executed with a Sourcewell member that utilizes the Sourcewell contract to procure Gordian's JOC solutions will be entered and tracked in our Netsuite ERP system. Upon the issuance of a Job Order from a member Gordian will accrue the applicable revenue, which is calculated through our Netsuite system, and upon receipt of payment for each purchase, Gordian's ERP system will calculate and report all administrative fees owed to Sourcewell. Gordian will be solely responsible for the contracting, invoicing, collection and administrative fee payment process.	*
47	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	At the present time, Gordian does not accept P-card in the payment process. We are exploring adding that functionality in the future.	*

Table 11: Pricing

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as desribed in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
48	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Gordian employs a performance-based fee structure that does not include any upfront fees to implement a JOC program. We do not succeed unless the customer succeeds. Our fees are assessed as a percentage of the value of construction procured through the JOC system, and are dependent on the level of services provided. Our JOC Solution, which includes all of the products, services and training necessary to implement and support a client-run JOC program is provided at a fee equal to five percent (5%) of the first eight million dollars ($8,000,000) of construction procured through the JOC system, and a reduced fee of 1.95% of the value of construction procured thereafter. In consideration for the Job Order Development services set forth in the proposal, customers shall be assessed a Job Order Development fee equal to three and five hundredths percent (3.05%) of the value of construction procured utilizing these services. In the event a customer elects to utilize Job Order Development services during the procurement of the first eight million dollars ($8,000,000) of construction the 5% fee refereneced above is inclusive of the Job Order Development Fee and the fee shall not exceed 5%. In consideration for the Project Management services described in the proposal customers shall be assessed a Project Management Fee, in addition to the fees referenced above, equal to five and ninety-five hundredths percent (5.95%) of the value of construction work for which the Project Management services are provided. A detailed description of the fees and invoicing is provided in the Table 11 Pricing attachment uploaded with this proposal.	*
49	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing set forth in this proposal represents a 2% discount against standard rates based on the proposed 2% administrative fee proposed to be remitted to Sourcewell, which Gordian will remit to Sourcewell without increasing its standard rates.	*
50	Describe any quantity or volume discounts or rebate programs that you offer.	Gordian's quantity or volume discounts are not offered through cooperative contracts.	*
51	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable.	*
52	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with products purchased or services performed that are not directly identified elsewhere in Table 11. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or expense reimbursements. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing provided with this proposal.	*
53	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not applicable.	*
54	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
55	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
56	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	All procurements by Sourcewell members require a complete contracting process that includes the incorporation of the Sourcewell contract SOW and pricing as part of the contract with each Sourcewell member. Upon execution of the contract, the customer contract information, including designation as a Sourcewell procurement, are entered into our contract management platform, SpringCM. Gordian's Netsuite accounting software and SpringCM are integrated to ensure that any customer invoices submitted to customers designated as Sourcewell procurements are tagged and administrative fees are accrued as future payables upon the receipt of payment for those invoices. This ensures that all invoices and payments from customers procuring through a Sourcewell contract are properly accounted for and full reports are provided to Sourcewell designating each payment collected from Sourcewell members. Gordian also conducts self-imposed audits intermittently to ensure that all Job Orders issued by customers procuring through Sourcewell are accounted for, and all complete projects have been marked and invoiced accordingly. Gordian prides itself on contract compliance in all phases, and we will ensure full compliance with the Sourcewell contract.	*
57	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary metric for measuring success through the Sourcewell contract is the number of customers designated as Sourcewell piggybacks, and the volume of construction procured through those programs over time. Gordian's performance-based fee structure ensures that we are only successful if the customer is successful, and therefore the award of a contract is only the first step in the process. In order to have a truly successful contract members must utilize the JOC program to procure construction, and Gordian in turn invoices the customers based on the volume of construction they procure. Accordingly, Gordian will closely monitor each customer to ensure construction volume is in line with, or exceeds, expectations in order to measure the success of this contract, and the JOC programs implemented pursuant to it.	*
58	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
59	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Gordian JOC Solution has helped facility and infrastructure owners control and fast track their repair, maintenance and construction projects for over three decades. This solution provides the software, data and services necessary to develop, implement and support a JOC program for owners that have the in-house resources necessary to manage their own JOC programs. The Gordian JOC Solution includes the following products, services and deliverables: Experienced Account Managers - Gordian will provide experienced account managers that are responsible for the implementation and support of the Member's JOC program. This staff will report directly to the Member and will be available to assist the client with any JOC related issues. Establish JOC Program Guidelines - Gordian will be responsible for conducting the activities necessary for establishing the structure of the Member's JOC program. Responsibilities include preparing Member specific Execution Procedures that will be used to execute the JOC program. JOC Program Documents - Gordian will be responsible for preparing the JOC program Contract and General Conditions, Bid Documents and Technical Specifications and for providing a customized Construction Task Catalog. JOC Software Applications - Gordian will be responsible for providing a license for an unlimited number of Member staff to access Gordian's web-based JOC System,

which includes the Gordian Cloud information management software integrated with the Construction Task Catalog. The JOC System will be capable of generating the JOC documents including independent cost estimates, contractor Price Proposals, Job Orders, and management reports and forms. The client's standard reports and forms will be incorporated as requested.

Marketing - Gordian will be responsible for marketing the JOC program by informing internal Member staff about JOC, conducting pre-bid seminars for the JOC construction contractors, and assisting with procurement of the JOC contracts.

Training - Gordian will be responsible for developing and conducting a comprehensive JOC training program for the Member and JOC construction contractor staff, which will include different course modules that will provide specialized training to each element of Member and JOC construction contractor staff.

Ongoing Support and Maintenance - Gordian will be responsible for providing full-time, onsite assistance during the 90-day period immediately following the award of the first Member JOC contract, and for providing comprehensive JOC follow-up support to the Member for the administration of its JOC program. Gordian will monitor the overall program and prepare any status reports required by the Member. Support services will include, but are not limited to: unlimited toll-free software and technical support; access to applicable software updates and additional functionality; updating for each new JOC construction contract the Construction Task Catalog, Technical Specifications, Contract and General Conditions and Bid Documents; providing procurement assistance for new JOC contracts; providing training for new Member and JOC contractor staff; and preparing customized forms and reports requested by the Member.

Gordian's also provides value-added services to JOC Solution customers that can be provided on a project-by-project basis, or as part of a comprehensive support package for all Job Orders issued through a Member's JOC program. We refer to the first of these as Job Order Development services. Developing the Job Order is the most critical step in the JOC process for controlling costs because this is the step where it is determined that the Member is paying for the correct quantity at the correct competitively bid price for each project. It is very important that experienced, qualified project managers develop each and every Job Order. Many of our clients have determined that they desire help with developing Job Orders and have selected our Job Order Development services. Some have chosen it because they lack staff capacity, and others because they recognize the significant value of using Gordian's experienced, qualified account managers to develop Job Orders, which includes reviewing each and every Price Proposal submitted by the JOC contractors. Whatever the reason, we are confident that these services will bring the most economic benefit to Sourcewell Members with long term cost savings. A detailed list of the tasks required to develop Job Orders is as follows:

Project Identification – When a project is identified, Gordian's account managers will work with the Member and assist with determining whether the project is appropriate for JOC.

Contractor Identification – In the event the Member has multiple JOC contractors, we will assist with identifying the appropriate JOC contractor for the project based on the type of work involved, location of the project, and other factors such as remaining contract capacity, work on hand, and contractor performance.

Joint Scope Meeting – After identification of the JOC Contractor a Gordian account manager will promptly schedule a Joint Scope Meeting at the project site to help the Member and the JOC contractor agree on the details of the work that the JOC contractor will perform. The scoping process allows the JOC contractor to inspect the site and ask questions before submitting a Price Proposal. This upfront open communication eliminates the misunderstandings and mistakes that lead to most change orders and often results in more cost effective collaborative solutions.

Develop Detailed Scope of Work – Next, the Gordian account manager will assist in preparing a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.

Request for Price Proposal – After all parties are in agreement that the Detailed Scope of Work properly reflects the work to be performed, the Gordian account manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.

Prepare the Price Proposal – Next, the JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional Member required information (e.g., construction schedule, list of proposed local subcontractors, etc.).

Price Proposal Review – Then, the Gordian account manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will ask the JOC contractor to make any required changes. We will also obtain and review any Member required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian account manager will submit the Price Proposal and related documents to the Member.

		Issue Job Order – Once the Member approves the Price Proposal and related documents, and decides to move forward with the project, the Member simply issues a purchase order to the contractor. The Job Order Development services described above ensure the efficient, compliant and cost-effective procurement of each construction project through the JOC program. In addition, Gordian can provide Project Management support on a project-by-project basis, or as part of a "cradle-to-grave" support package for every project procured through the JOC program. Utilizing our Project Management services will enable Members to assign projects to Gordian to manage from Job Order issuance to close out. Whether due to peak volumes, staff shortages, or new strategic staff directives, our Project Management services can provide onsite experts, using our proven methods, to relieve the Members project workload. Our staff becomes the Member's staff. A detailed list of Gordian's standard Project Management services, which we can modify as necessary to meet the needs of each client, is as follows: Preconstruction – First, a Gordian project manager will conduct a pre-construction meeting with the Member representative(s), the JOC contractor and, if applicable, the architect or engineer. The project manager will coordinate and share any preconstruction information with the Member, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits. Site Visits – During construction, the Gordian project manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit. Communication – The Gordian project manager will provide weekly construction status reports to the Member, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections. Supplemental Job Orders – In the event there are unforeseen conditions or the Member requests changes to the scope after the work has begun, the Gordian project manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order. Approvals – The Gordian project manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the Member's approval of the work. Final acceptance of the work will be the responsibility of the Member. Technical and code inspections will be the responsibility of the appropriate inspection agencies. Project Close-out – As the final step in the process, the Gordian project manager will enter all Job Order related information into the Gordian Cloud information management system and collect any required as-builts, warranties, etc., from the JOC contractor. Gordian's JOC solutions combine and integrate a complete set of our proprietary JOC components and expert services, uniquely customized for each individual owner to drive maximum performance. Our JOC solutions are the result of our experience, innovation, and a willingness to invest in state-of-the-art products and follow best practices. Gordian's results are unsurpassed, and have been demonstrated in many side-by-side comparisons and independent audits over the years. We are proud to propose our JOC products and services to Sourcewell and its Members. For a more detailed description of the JOC program development, implementation and support services please see the Table 14 Products and Services attachment included with the proposal.
60	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
61	Development and design of a JOC or IQCC program	(•) Yes ( ) No	JOC enables facility and infrastructure owners to efficiently complete a series of projects with a single, competitively bid contract. The Job Order Contract defines the overall relationship between the owner and the contractors. Each Job Order Contract is awarded through a competitive bidding process for an indefinite quantity of construction work, typically has a term of one or more years, and features an estimated or maximum dollar value. A summary of the tasks and workflow necessary for implementing a JOC program is provided at the end of this section. We will utilize this process to develop, implement and support a JOC program customized for the Member. The overall program structure will depend on several factors including preferred bid methods, anticipated annual volume, geographic presence, software configuration and the number of JOC contracts that will be solicited and awarded.

Our Approach uniquely crafts the four major resource areas of Data, Technology, People and Process to create the industry leading and tailored programs we build. Gordian's Construction Cost Database, the largest of its kind, will be the starting point for compiling the specific cost items for each Construction Task Catalog (also known as a unit price book). Gordian will provide unlimited access to our IMS (the "JOC Software") that is required to run a Gordian JOC program. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License the Member will receive with a Gordian JOC solution, they will be provided with unlimited access to the JOC Software for the term of the contract.

The Program Development process incorporates all the activities necessary to establish the structure of the Member's JOC program. While JOC is a method of procurement, it is very different from the traditional methods and many factors must be considered when organizing a JOC program. We will assist the Member in making educated decisions about the structure of its JOC program, from the minimum and maximum value of the contracts to the geographic area supported by each contract. We will not reinvent the wheel or learn as we go. We will bring with us our experience and knowledge gained from other similar facility and infrastructure owners.

To ensure a successful JOC program, the proper policies and procedures must be prepared and implemented. Our experience will enable us to develop a comprehensive set of Execution Procedures that adhere to the Member's general operating and organizational philosophies, as well as the applicable statutes governing construction procurement in the Member's jurisdiction. These Execution Procedures must incorporate all phases of the JOC process. Specific issues that must be addressed include:

- Project Initiation

How is a JOC project identified? Who approves projects for JOC? When is a JOC Project Number assigned? How is the JOC Project Number to be structured?

- Project Development

How will a preliminary Detailed Scope of Work be documented and refined? Who needs to attend the Joint Scope Meeting? What documentation will a contractor submit with the Price Proposal? Will liquidated damages apply?

- MWBE Compliance Procedures

What compliance forms will the contractor submit with each Price Proposal? Who will verify compliance? What documentation will need to be developed?

- Permit Procedures

Are permits required for a specific project? Are permit requirements different for different buildings or uses? How and when will permits be submitted? Who will verify permits? What documentation will need to be developed?

- Project Review and Approval

Who will prepare the independent estimate? What pricing source will be used to develop the independent estimate? Who will verify the estimate? What documentation will need to be developed? Who will review the contractor's Price Proposal and how? Who will approve and sign Job Orders?

- Construction Inspection and Acceptance

Who will inspect the ongoing JOC work? Who will accept the final JOC project? Who will provide quality assurance? How will submittals and shop drawings be handled? What documentation will need to be developed?

- Project Close Out Procedures

Who will certify final completion? How will the close out documentation provided by the contractor be handled? How will warranty information be filed and tracked?

- Payment Policy and Process

Who will certify final payment? What documentation needs to be submitted with a JOC payment request? What is the step by step payment process?

Our experience has given us insight into each of these issues and allows us to make proven, efficient and cost-effective recommendations. We propose to organize and manage a series of conferences and meetings with key Member staff to identify and detail specific internal Execution Procedures. Each procedural step and policy will be fully documented in written Execution Procedures for the prevention of fraud, waste and abuse. The remaining steps in the implementation process include compilation of the customized Construction Task Catalog, assistance with the procurement process, software configuration and training; each of which is covered in greater detail in the following sections of this response.

62	Identification and selection of program platform or resource materials	(•) Yes ( ) No	Gordian's JOC Solution is built on best-in-class data and software that can be tailored to fit each customer's construction needs, workflow and program processes. Gordian's Information Management System, ("IMS" or "JOC Software"), will meet and exceed all expectations. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. We will configure it's use to meet the individual needs of the Member. Gordian's JOC IMS is currently in use at more than 250 public agencies, and supports the procurement of more than $2 billion dollars of construction annually. Gordian's Construction Cost Database, the largest of its kind, will be the starting point for compiling the specific cost items for each Construction Task Catalog (also known as a unit price book). The construction cost data we provide is unmatched and provides the most comprehensive, accurate and detailed cost data availabe in the market today. When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available. Each construction task catalog is accompanied by a corresponding set of technical specifications, which describe the work the contractor is obligated to perform and the quality of workmanship and materials required for each construction task. Customization of the technical specifications enables Members to utilize Gordian's standard library of specifications, or incorporate a Member's own specifications in order to meet estalblished standards and policies already in place. The Construction Task Catalog and technical specifications combine to form the cost basis for bidding the JOC contracts, which may be awarded through several competitive-bidding methods including best value, or lowest responsive bidder. The bidding methodology will dictate the form of the bid documents, including the general terms and conditions of an award. Gordian has a dedicated Development & Implementation team that collectively has supported the solicitation and award of thousands of JOC contracts over the past decade, and is equipped to assist any Member in the implementation phase, regardless of the number of contracts, type of work, or bidding methodology employed. No other firm can match Gordian's ability to integrate it's commercial software and cost data with a tailored approach that fits each customer's unique needs. No matter the program platform or resource materials needed, Gordian has it covered.

63	Performance of procurement-related processes and tasks	◉ Yes ○ No	In addition to compiling a customized Construction Task Catalog and technical specifications, as explained in greater detail in the foregoing sections, Gordian provides comprehensive procurement support for the term of the agreement with its customers. Gordian recognizes that each client is unique and our history shows that the best JOC results are achieved when a program is tailored to fit the client's requirements. Gordian has supported the procurement of thousands of JOC contracts across the United States and understands how to ensure compliance with all applicable procurement statutes. The Contract and General Conditions are critical to the JOC process since they establish all of the contract requirements and compliance procedures. A poorly developed document can lead to bid protests and claims, and can breakdown the non-adversarial relationship that is essential to a successful JOC program. The challenge of creating these documents is that standard state and local contract language and forms must be integrated with JOC specific language and clauses. Since JOC is a different procurement process, a great deal of the contract language that has been adopted for traditional construction contracting does not apply. We will draft a full set of bid documents, including the Contract and General Conditions, and will coordinate those documents with the various departments of each Member. An essential part of any contract package is the Bid Documents. These documents need to be carefully customized for a JOC program in order to enhance competition and minimize the possibility of a bid protest. The Bid Documents need to be prepared and presented to the bidder in a manner that minimizes uncertainties. The "tighter" the Bid Documents the better the bid prices will be. Gordian will assist each Member in the preparation of all documents needed for the Member's JOC program. A critical objective of many Job Order Contracting programs is to achieve and improve upon the participation goals for minority and female owned business enterprises. Gordian will work to ensure that appropriate goals, compliance procedures and contract language are included in the Contract Documents. Since work under JOC is identified and accomplished on a project-by-project basis rather than up front, as in traditional contracting, minority subcontracting compliance procedures, policies and forms may be integrated and included in the Contract and General Conditions. As part of our ongoing support role, Gordian will produce updated documents for each new JOC contract solicitation including the Construction Task Catalog, contracts, bid documents, and general conditions. In addition to the tasks above, Gordian will assist with external marketing and promotion of the JOC program and contract solicitations. Prior to the advertisement of the JOC contracts, Gordian will coordinate and conduct the external marketing of the JOC concept to the local contractor community. We will accomplish this portion of the program by meeting with various contractor groups, trade organizations and bonding companies, as necessary, in order to solicit support for the JOC program. Intending bidders will have many questions and concerns that must be fully addressed before they will feel comfortable in submitting a bid. A central feature of Gordian's procurement plan for Job Order Contracting is the pre-bid seminar for intending bidders, which is conducted after the solicitation has been advertised. Since most facility owners want to attract local contractors, but often many of the local contractors are not familiar with the JOC process, it is essential that a proactive educational program occur prior to bidding. Gordian believes that the increased information exchange between the owner and the intending bidders will lead to a better understanding of the JOC program, less bid risk for the contractors and ultimately, lower bids. The first section of the pre-bid seminar focuses on explaining the overall JOC process, the number, size and types of JOC contracts being bid, and an in-depth discussion of the owner's expectations for the JOC contractor. The second section presents information on understanding and applying the Construction Task Catalog, the costs that must be included in the Adjustment Factors, and different methods for the contractors to calculate their Adjustment Factors. Contractors are also taught how to build sample Price Proposals. This section concludes with an extensive question and answer session. If the client prefers, this seminar can be presented in two separate sessions. We will take the lead in reaching out to local contractors to inform them about JOC. We will prepare and conduct extensive pre-bid conferences that have been refined over time to secure for the Member the very best qualified contractors at a meaningful, competitive price. Gordian assists each of its customers throughout the procurement process.

64	Technology, software, application, or platform solutions	◉ Yes ○ No	Gordian will include unlimited access to our JOC Software that is required to run a Gordian JOC program as part of our deliverables. Our JOC Software is capable of generating all of the JOC documents, including the contractor's Price Proposal, the independent estimate, Job Orders, and all management reports and forms. Our proven software was specifically designed to support JOC programs and will be configured to meet the information management needs of the Member's JOC program. It is essential to optimizing the efficiency and convenience of a Gordian JOC system. Gordian's JOC Software is a web solution, making it accessible anytime and anywhere there is an Internet connection. Best of all, the JOC Software can handle an unlimited number of Users, Job Orders, Construction Task Catalogs and other information. As part of the JOC System License, the Member will receive with a Gordian JOC solution, you will be provided with unlimited access to the JOC Software for the term of the contract. The JOC Software is a critical component of any JOC program, and it must be designed and configured specifically for JOC. Gordian's JOC Software was developed using 30+ years of experience in managing JOC programs, and it ensures efficiency, ease of use, and maximum control at each step in the JOC process. For instance, our JOC Software enables tracking of price proposal revisions to ensure no changes go unnoticed, locks adjustment factors and unit prices to ensure no price manipulation can occur, and can generate custom reports and forms which will enable the Member to tailor the software to its workflow, and ensure proactive management with advanced reporting capabilities. The JOC Software contains functionality that is used to track and report on Job Orders. The primary modules are for Price Proposal development and review, but others include the ability to manage budgets, contractor evaluations, invoices, logs, meetings, submittals, tracking dates and more. Gordian will work with the Member to develop the program and infrastructure procedures and administration processes necessary for success. Our implementation experts are experienced with working with information system professionals in coordinating all aspects of the system software. Members will find that our JOC Software is extremely powerful and flexible when it comes to security, integration and reporting. The JOC Software features and functionality are explained in greater detail in the Table 14 attachment included with our proposal.
65	Training, program administration, technical and contractor support, hosting, and customization services	◉ Yes ○ No	Gordian will be responsible for providing a comprehensive JOC Master Training Program, which will include different course modules so that all elements of Member and JOC contractor staff will receive specialized training. Gordian will develop and publish all training aids and materials necessary to support the JOC training courses. The JOC Master Training Program will be modified to fit the Member's processes and procedures. Gordian's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for Member staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands on practical application of the JOC solution selected by the Member. The training sessions will be unique to the Member and will not be "canned" sessions. This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained. Gordian's JOC Master Training Program has been fine-tuned over the last two decades and is designed to provide the maximum effectiveness and flexibility for Member staff. The training program will be comprised of multiple training modules so that training sessions can be structured to the specific audience. The training courses will stress a hands on practical application of the JOC solution selected by Member. The training sessions will be unique to the Member and will not be "canned" sessions. This "cafeteria structure" allows us to train selected groups in only those modules of value to them. Our modular approach to JOC training eliminates wasteful duplication and lost time on the part of participants. Each module is scheduled for one to four hours and will be given as often as requested. The total number of classroom hours and extent of field training is dependent on the experience and abilities of the participants being trained. In addtion to Member staff training, Gordian will be responsible for training all JOC contractor staff on the JOC process, the JOC software, interpretation and use of the Construction Task Catalog, as well as the Job Order development process. Refresher training for new Member and JOC contractor staff is also provided at any time during the term of the contract at no additional cost. A complete overview of the training sessions provided for each JOC program implementation is included in the Table 15 attachment provided with this proposal. During the term of the contract Gordian will provide ongoing technical and administrative support in a number of areas including: • Provide the Member updated JOC Contract Documents for all new JOC contracts and JOC re bids. This support will include: updating Construction Task Catalogs and Technical Specifications; monitoring recent changes and recommending

			improvements to the Contract and General Conditions to clearly specify the requirements of the Member; further developing and implementing pre-award criteria; identifying new processes to further define contract requirements and contractor capabilities to ensure that the Member retains qualified JOC contractors; and customizing the JOC process and documents to meet the ever changing needs of the Member. • Work closely with the project managers on existing contracts, to identify non prepriced tasks, price those tasks, and insert them in the next Construction Task Catalog to minimize the number of non-prepriced items. • Provide procurement and marketing support during the solicitation of new JOC contracts. This support will include preparing all necessary documents and notices, preparing and participating in all pre-bid conferences, external marketing to the local contracting community, evaluating the contractor's proposed management plan, staffing and personnel plans, and assisting new contractors during mobilization. Contract Implementation Support During the term of the contract, Gordian will provide continuing contract implementation and support services as follows: • Train Member staff to administer the JOC program. • Conduct complete training sessions on an as needed basis for new Member and JOC contractor staff in the execution of JOC and the use of the JOC Software. • Conduct periodic refresher training sessions for existing Member staff and JOC contractors in the execution of JOC and the use of the JOC Software. • Continue to develop and customize the Execution Procedures, training materials, forms and reports to facilitate the management and execution of JOC. • Work closely with Member and participating agency staff and the JOC contractors to ensure that both parties are executing JOC in accordance with the established procedures. • Assist the Member in dealing with the contractors to ensure that they have adequate and experienced staff and are meeting the terms of the contract. Software Support and Maintenance Gordian has configured, tested and is currently maintaining the JOC Software for over 700 locations. After your system is up and running effectively we will provide the following technical support services for the JOC Software using multiple communication methods to serve the Member in a convenient and efficient manner. On-Site Personnel Many support tasks, including additional training, report writing, and merely answering basic questions, will be handled by our on-site representative. Our representatives have extensive experience in the JOC Software and can handle almost every assignment without additional assistance. Our representatives have conducted a substantial number of JOC Software training sessions and have customized some of the most challenging reports for our clients. We believe that working on-site is the best way to accomplish most tasks. Remote Access Remote access applications such as GoToMeeting, pcAnywhere and NetMeeting allow us to connect to a user's computer to analyze and correct specific problems the user is experiencing. Through a basic dial-up modem or Internet connection, our support representative can work on the user's computer as if they were sitting at the user's desk. GoToMeeting provides the same capability and works with most firewall and security settings. For those times when the on-site representative is not present, this remote access solution provides nearly all the benefits of an on-site visit and has been very successful in delivering real time solutions and support. Toll Free Support Line Calling our toll free software user support line will connect the user with an information technology specialist who will promptly assist the user concerning their immediate software questions. The support line is staffed by knowledgeable and trained personnel. The primary reason JOC programs developed and implemented by Gordian are so successful is the on-going support we provide to our clients.

Table 15: Industry Specific Questions

Line Item	Question	Response *
66	Describe your approach to developing, implementing, and supporting JOC or IQCC programs for governmental or educational entities.	See Table 14B. The development, implementation and support of a JOC program described therein relates to government, educational and healthcare entities.

67	Describe the JOC or IQCC unit pricing method(s) employed by your organization and how it is developed and maintained.	The construction cost data we provide is unmatched and provides the most comprehensive, accurate and detailed cost data available in the market today. When we build a new Construction Task Catalog, we start with our 380,000 task database that is continually improved and updated. As part of our ongoing support role, we produce updated Construction Task Catalogs for each JOC solicitation, which can be intended for general construction or a range of specialty work including paving, painting, electrical, plumbing, demolition and more. Gordian's dedicated construction cost data team works nonstop, year after year, to ensure our JOC clients are using the most accurate, up-to-date construction cost data available. The construction cost database is continuously researched through a structured, formulaic methodology that ensures accuracy and consistency across all tasks. Each line item contains national, regional or local material, labor and equipment costs, targeting the appropriate source for each. Our construction cost database is built using unmatched expertise that relies on exhaustive research coupled with decades of historical data analyzed by our team of data scientists to ensure any pricing anomalies are identified, reviewed and verified prior to publication. No firm in the world can match the level of resources we've dedicated to ensuring the accuracy and breadth of our construction cost database. During the past 30 years, our team of experienced cost estimators has prepared more than 3,000 customized Construction Task Catalogs, specifically designed for JOC programs. Gordian CTC's support over 380,000 construction tasks, with prices that are localized and time specific for each contract publishing. This work involves a team of over 50 people including cost engineers, cost researchers, data scientists, quality control experts, and data collection tool developers. The data consistency is a product of over 22,000-man hours of cost research efforts every year. Construction tasks are derived from the combination of materials, labor and equipment cost compiled together by an algorithm, that proportions each element as it is required to complete each task, and a determination of the hours of work (productivity) involved per task UOM. Data science and quality control contribute to the consistency and the segmentation of cost, to determine drivers that are statistically defendable at the local, regional or national level, utilizing 100 years of cost collection data delivery. Every year Gordian revalidates tasks (27,000 last year) to update work to today's construction standards. The results of this work produce fair and equitable, mean costs, that represent the midpoint of localized bare construction cost data (does not include overhead or profit for the prime or sub-contractors). The adjustment factor submitted should include these costs. Gordian continually enhances the breadth of our task portfolio to keep up with current construction trends and utilizes our experience with over 600 active JOC programs to provide the construction tasks that make for a successful program. As part of our ongoing support role, we will produce an updated Construction Task Catalog for each new Member JOC contract, priced to the applicable region where the work is being awarded. When we notice areas for improvement, we bring in our cost estimating and engineering team to incorporate the improvement into the very next published book using our DMAP (Database Manager and Publishing) software and its component pricing capability. As described above, Gordian has substantial resources dedicated to the continuous tracking, updating and development of construction costs. Our construction cost database is updated every day to ensure that the unit prices provided as part of each bid package are the most accurate on the market today. Updates are not an "as-needed" exercise; they are performed continuously across all markets to ensure that when updated cost data is required, it's readily available in all 930 geographic regions served by Gordian's Construction Task Catalog. No other firm can come close to matching the dedicated resources and expertise of Gordian when it comes to building an updated, accurate and flexible construction cost database. In addition to continuous updates, Gordian's account team will work with our Data and Engineering team to develop and publish any construction tasks identified as recurring non-prepriced tasks during a previous JOC contract term. We use local prevailing wages and local material and equipment costs (which we obtain directly from local subcontractors and suppliers) to price our Construction Task Catalog. That allows us to be extremely accurate. The pricing of the Construction Task Catalog will be specific for the Member and will incorporate current actual local equipment and material prices, along with local area prevailing wage rates. Gordian currently serves several agencies in metropolitan areas across the country including Los Angeles, San Francisco, Houston, Chicago, New York, Atlanta and Miami, to name just a few. As a result of this work, we are already continuously collecting, analyzing and compiling new and updated construction tasks within the city and across the United States. If any items are not already included in our database, Gordian will gladly develop them for the Member. These new tasks will be for the exact construction product or material that the Member requires for its projects including, if necessary, unique owner supplied material and equipment. Prior to the publication of any new Construction Task Catalog, Gordian can identify and provide all non-prepriced tasks approved by the Member under the previous contracts. Working directly with the Member, Gordian can create line items for recurring non-prepriced tasks which are anticipated for the new contracts. We understand that new technologies and materials are being developed every day, as these materials become available, Gordian will assist the Member with incorporating these new tasks into current and future Construction Task Catalogs.
68	Describe the JOC or IQCC program training available to participating entity staff and contractor personnel.	Program Training for all staff and contractor personnel is detailed in Table 14B.

69	Explain your method of addressing change orders within the JOC or IQCC program.	With Job Order Contracting, firm, preset prices are utilized for all work conducted by the contractor, whether that work is part of an original Job Order, or a supplemental Job Order developed after work has started. Accordingly, any unforeseen conditions or changes in the scope of the work are priced out of the Construction Task Catalog and determined by multiplying the unit price x the contractor's adjustment factor x the quantity. This means there is no project stoppage while the supplemental Job Order is developed thorugh the same process as all other Job Orders. With JOC, the contractor simply delivers the facility owner another Price Proposal, which is reviewed and revised as necessary, and the owner issues a new Job Order covering the additional work, or crediting back any reduction in the scope of work. Since every change order is priced the same as the original Price Proposal, contractors cannot use change orders to increase profit margins later in the project, and owners cannot attempt to squeeze contractors for additional work at the same price when unforeseen conditions arise. Effective construction work requires communication and collaboration between a facility owner and contractor team. With JOC, even change orders are handled through a collaborative process based on preset pricing, and do not create the same type of disruptions typically seen on traditional bid construction projects.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Company Information, Financial Strength and Stability with 2020 Annual Report.pdf - Tuesday May 04, 2021 13:08:07
- Marketing Plan/Samples - Marketing Plan with Sample 8rochure.pdf - Tuesday May 04, 2021 13:09:25
- WM8E/M8E/S8E or Related Certificates (optional)
- Warranty Information (optional)
- Pricing - Pricing - Table 11.pdf - Tuesday May 04, 2021 13:40:27
- Upload Additional Document - Additional Documents.zip - Tuesday May 04, 2021 13:32:46

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ammon Lesher, Vice President and General Counsel, The Gordian Group, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_JOC_IQCC_Program_Mgmt_RFP_050421 Wed April 28 2021 10:44 AM	☑	1
Addendum_1_JOC_IQCC_Program_Mgmt_RFP_050421 Fri April 23 2021 03:06 PM	☑	1

GORDIAN®

JOC SYSTEM LICENSE

Gordian hereby grants to Owner, and Owner hereby accepts from Gordian for the term of this Agreement, a non-exclusive right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating Owner's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to Gordian's JOC Information Management System (as defined below), and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book), construction cost data, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and Owner shall return to Gordian all Proprietary Information in Owner's possession.

Owner acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. Owner further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Owner, subject to federal and state laws related to public records disclosure.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide to Owner all project data generated by Owner in a form accessible by a standard database program, such as Microsoft® Access®.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by Owner, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when Owner awards the contract, and provided Owner includes licensing language in the JOC contract similar in form to this JOC System License.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by Owner, this JOC System License shall take precedence.

Exhibit B

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. Contractor's Workers' Compensation policy shall contain a waiver of subrogation in favor of the County. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

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 full limits available to the named insured shall also be available and applicable to the 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, excluding Contractor's Workers' Compensation, Employer's Liability, and Professional Liability insurance policies, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. The effective coverage and limits shall be either the minimum coverage and limits stated herein or the broader coverage and maximum limits of the coverage carried by or available to the named insureds, whichever is greater. 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

Contractor shall not reduce or cancel any policies required by this agreement without providing 30 days' prior written notice 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.

Contractor shall require and verify that all subcontractors' 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.

When contracting with subcontractors, Contractor shall require that the full limits available to the named insured shall also be available and applicable to the Additional Insured.

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 elect to provide Gordian 45 days to cure the material breach. During this 45-day time period the County may seek insurance to ensure that Gordian's activities are sufficiently covered as described herein. After the 45 days, if Gordian has failed to obtain insurance coverage that meets the requirement herein or to provide a termination notice the 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 provided on request by the County, and must 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.

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works

Vendor Name: The Gordian Group, Inc.

Document Description: Development, implementation, and support of a Job Order Contracting Program

APPROVED AS TO FORM:

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

Date: 4/3/23

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

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

21. PUBLIC WORKS

b) BID WAIVER

1) Adoption of the finding that the Sourcewell contract #050421-GGI dated 6/4/21 with The Gordian Group, Inc. meets all Tehama County bidding criteria and allows the County to take advantage of special low pricing without the time and expense involved with conducting a formal bid process.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Pati Nolen, Supervisor - District 3
SECONDER:	Matt Hansen, Supervisor - District 4
AYES:	Moule, Hansen, Leach, Nolen, Carlson

2) Adoption of to finding it is in the best interest of the County to waive the formal bid process for the acquisition of consulting services for Job Order Contracting based on the finding.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Matt Hansen, Supervisor - District 4
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

c) ROAD AGREEMENT- Approval and authorization for the Director to sign the agreement with The Gordian Group, Inc to perform consulting services related to the development, implementation, and support of a Job Order Contracting (JOC) Program, for a period of five (5) years.
(Road Agreement #2023-06)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	John Leach, Supervisor - District 5
SECONDER:	Pati Nolen, Supervisor - District 3
AYES:	Moule, Hansen, Leach, Nolen, Carlson

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 25th day of April, 2023.

DATED: May 4, 2023

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

Deputy

Tehama County

Agenda Request Form

File #: 25-1480 **Agenda Date:** 9/9/2025 **Agenda #:** 14.

PUBLIC WORKS - Interim Director Tom Provine

Requested Action(s)
a) ROAD AGREEMENT - Request approval and authorization for the Chair to sign Amendment No. 2 to the Right of Way Contract with Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust (Road Agmt. 2021-3 as amended by Road Agmt. 2024-002) for permanent fencing and to remove and relocate the temporary berm along the permanent fence line, relative to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project, in the amount of $27,151

Financial Impact:
With this amendment, work contracted by the County will be reduced, with an agreement to instead pay the property owner for associated work. Funding is budgeted in Road Fund - Right of Way 3011-55470. The project is funded by the Federal Highway Bridge Program (HBP) from STA “E” 30+00 to “E” 47+50 and the State Transportation Improvement Program (STIP) as well as local road funds from STA “E” 10+00 to “E” 30+00 and STA “E” 47.50 to “E” 54.97.80. This agreement amendment is funded by STIP funds.

Background Information:
The Original Right of Way Contract was executed on February 9, 2021 (Road Agmt. 2021-3). The Right of Way Contract was amended (Road Agmt. 2024-002) on March 26, 2023, to extend the temporary construction easement for one (1) additional year to complete construction. This Amendment No. 2 is needed to compensate the Grantors to construct the permanent fencing that was not constructed with the construction project, and to remove and relocate the temporary berm along the permanent fence line that was constructed by the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project No. 316581.

Amendment No. 2 came as is a direct request from the Grantors to build their own permanent fencing in lieu of the project’s contractor. As part of the project’s budgeted costs, the county would have paid the contractor $27,151 for materials, labor and to relocate the berm. Instead, the county has agreed to compensate the Grantors at no additional cost to the county or the project, the funds are being shifted to the Grantors.

AMENDMENT NO. 2
TO COUNTY OF TEHAMA
RIGHT OF WAY CONTRACT

PROJECT: Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project
COUNTY PROJECT NO.: 316581
APN: 004-360-056 and 004-360-057
GRANTORS: Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust

DATE: March 3, 2025

WHEREAS, Grantors, Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust ("Williams"), and the County of Tehama ("County"), have heretofore entered into that certain right of way contract dated November 17, 2020 and amendment right of way contract dated February 16, 2024; and

WHEREAS, said contract inures to the benefit of, and is binding on, the Williams and their respective heirs, personal representatives, successors, and or assignees and sets forth the terms and conditions under which the County acquired certain rights for County transportation purposes as well as for undertaking and facilitating work as described in that agreement and construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project No. 316581; and

WHEREAS, subsequent to entering said right of way contract and said amendment contract, Grantors request to be compensated for the permanent field fencing and the relocation of improvements removed by construction contractor as identified and outlined in Paragraph 3. C. and 10., of the original right of way contract.

WHEREAS, by reasons of the foregoing it is now the desire of the parties hereto to amend said right of way contract to compensate Grantors for said permanent field fencing and the relocation of improvements removed by construction contractor.

WHEREAS, After the Project is completed, Williams may construct a new 1,187 ft. fence ("new perimeter fencing"). The new permanent fencing shall be "livestock tight" and shall be placed 6 inches behind the Right of Way boundary line in the area shown on the drawing entitled Construction Area Limits K-1 and K-2, attached here to as Exhibit 1. Williams shall have the sole responsibility for the installation, operation, maintenance of, and liability for the new permanent fencing. The County will survey the Right of Way boundary line to facilitate the layout.

WHEREAS, After completion of the Project, Williams shall regrade the area that lies between the Right of Way boundary line and the TCE fence, to restore the contours of the land to their pre-existing condition. Williams shall remove the temporary berm and relocate said berm along the permanent fence, inside of the property boundary line. Williams shall remove and dispose of the Temporary Fence at their sole cost.

WHEREAS, Neither the County, nor any of its officers, employees, contractors, or representatives shall be responsible for any injury, damage or liability occurring in connection with the Williams construction of or failure to construct the new permanent fencing. The Williams shall fully defend, indemnify, and hold the County, its elected officials, officers, employees, agents, harmless for any liability, injury, or damage to persons or property which may occur as a result of Williams construction of or failure to construct the new permanent fencing. The Williams shall, at their own expense, defend any suit or action found upon a claim for the foregoing.

WHEREAS, the parties to this contract shall, pursuant to Section 21.7 (a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C. F. R. Section 50.3: and

WHEREAS, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract; and

NOW, THEREFORE, it is agreed by and between the parties hereto as follows: The above recitals are an essential part of this agreement and incorporated herein in full. The parties agree to compensation for the permanent field fencing and the relocation of improvements removed by construction contractor as outlined in Paragraph 3. C. and 10. and located on the parcels identified as Assessor's Parcel No's 004-360-056 and 004-360-057. The County shall pay the Grantors the additional sum of Twenty Seven Thousand One Hundred Fifty One Dollars ($27,151.00). In consideration of this payment, Grantors waive any and all future claims for additional compensation in regard to the permanent field fencing and the relocation of improvements removed by construction contractor.

All other terms and conditions of the contract remain unchanged.

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

In Witness Whereof, the Parties hereto have executed this Addendum to the County of Tehama Right of Way Contract this day and year first above written.

GRANTORS:
Samuel R. Williams and Roxy J. Williams,
Trustees of the Williams Family Trust

Date: 7-7-25

By: Samuel R. Williams
Samuel R. Williams, Trustee

Date: 7-7-25

By: Roxy J. Williams, Trustee
Roxy J. Williams, Trustee

COUNTY OF TEHAMA

Date: _____

By: _____

Recommended for Approval:

By: S Fontes
Project Manager

Date: 7-8-25

By: [signature]
Interim Director of Public Works

Date: 8/14/25

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works

Vendor Name: Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust

Document Description: Amendment No. 2 for Right of Way Contract

APPROVED AS TO FORM:

Date: 7/2/25

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

EXHIBIT 1

CONSTRUCTION AREA LIMITS K-1 AND K-2

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXHIBITS FOLLOW)

NOTES:

1. FOR COMPLETE RIGHT OF WAY, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.
2. REMOVE FENCE (TYPE BW) FROM 44.05' Lt "E" 12+27.20 TO 55.00' Lt "E" 12+28.12
3. REMOVE FENCE (TYPE BW) FROM 41.70' Lt "E" 13+24.02 TO 55.00' Lt "E" 13+25.32

LEGEND:

A.C.I.D. ANDERSON COTTONWOOD IRRIGATION DISTRICT
TCE TEMPORARY CONSTRUCTION EASEMENT
SW SMOOTH WIRE
ROCK SLOPE PROTECTION

RIGHT OF WAY
TCE
FENCE (TYPE WM (MODIFIED), METAL POST)
FENCE (TYPE WM, METAL POST)
FENCE (TYPE BW, METAL POST)
TEMPORARY FENCE (TYPE WM (MODIFIED), METAL POST)
TEMPORARY FENCE (TYPE SW, METAL POST)

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
02	Teh	CR		3	99

REGISTERED CIVIL ENGINEER
9/23/2022
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.
JASON P. JURRENS No. C62458 Exp. 9/30/23 CIVIL

QUINCY ENGINEERING, INC
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670

BLOXHAM
APN 004-060-04

WILLIAMS
APN 004-360-561

MAZZOTTA
APN 004-060-32

110.50' Lt "E" 14+99.77
END FENCE (TYPE BW, METAL POST)

40' Lt "E" 15+01.14
Beg FENCE (TYPE BW, METAL POST)

73.05' Lt "E" 14+84.46
END REMOVE FENCE (TYPE BW)

160.67' Lt "E" 15+13.35
Beg REMOVE FENCE (TYPE BW)
Beg FENCE (TYPE BW, METAL POST)

19.58' Lt "E" 9+84.80
Beg Temp FENCE
(TYPE SW, METAL POST)

25.60' Lt "E" 14+78.63
Beg REMOVE FENCE (TYPE BW)

51.59' Lt "E" 9+84.80
Beg REMOVE FENCE (TYPE BW)

80.00' Lt "E" 14+16.14
END Temp FENCE (TYPE SW, METAL POST)
END REMOVE FENCE (TYPE BW)

40.00' Lt "E" 10+00.00

19.74' Lt "E" 10+00.00
Beg REMOVE FENCE (TYPE BW)

36.78' Lt "E" 14+37.64
END REMOVE FENCE (TYPE BW)

RELOCATE GATE (BY OTHERS)

50.00' Lt "E" 15+60.23
Beg Temp FENCE
(TYPE WM (MODIFIED),
METAL POST)

40.00' Lt "E" 17+25.05

35.04' Lt "E" 17+44.83

37.39' Lt "E" 21+01.34

14+36.21 BB

TCE
SEE NOTE 2
SEE NOTE 3
R/W
P/L
EASEMENT
TO
FROM

"E" LINE
EVERGREEN ROAD

14+61.29 EB

41.00' Rt "E" 14+88.95
END FENCE (TYPE BW, METAL POST)
Beg FENCE (TYPE WM (MODIFIED), METAL POST)

A.C.I.D. CANAL BRIDGE
SEE STRUCTURE PLANS

41.00' Rt "E" 17+86.18
END FENCE (TYPE WM (MODIFIED), METAL POST)

41.59' Rt "E" 14+35.91
END FENCE (TYPE WM (MODIFIED), METAL POST)
Beg FENCE (TYPE BW, METAL POST)

35.00' Rt "E" 14+10.76

48.75' Rt "E" 14+09.19
Beg FENCE (TYPE WM (MODIFIED), METAL POST)
Beg REMOVE FENCE
CONNECT TO Exist FENCE

RELOCATE GATE
(BY OTHERS)

40.00' Rt "E" 10+00.00

40.00' Rt "E" 13+54.75

20.38' Rt "E" 9+89.21
Beg FENCE (TYPE WM (MODIFIED), METAL POST)
Beg REMOVE FENCE
CONNECT TO Exist FENCE

51.00' Rt "E" 13+55.35
END FENCE (TYPE WM (MODIFIED), METAL POST)
END REMOVE FENCE
CONNECT TO Exist FENCE

25.06' Rt "E" 18+06.31
Beg REMOVE FENCE

41.00' Rt "E" 18+06.29
Beg FENCE (TYPE WM (MODIFIED), METAL POST)

35.00' Rt "E" 20+04.79

RESET GATE

24.74' Rt "E" 17+86.14
END REMOVE FENCE

R=798

MATCH LINE "E" 22+50 SEE SHEET K-2

CONSTRUCTION AREA LIMITS

SCALE: 1"=50'

K-1

DEPARTMENT OF PUBLIC WORKS
TEHAMA COUNTY
PROJECT ENGINEER
CALCULATED-DESIGNED BY
CHECKED BY
MICHAEL A. SANCHEZ
REVISED BY
DATE REVISED

BORDER LAST REVISED 7/2/2010

USERNAME => Krassimir.Panayotov
DGN FILE => S:\Client\Tehama\T07-104 Evergreen Rd\CAD\T07104rdk001.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 0000

CONTRACT NUMBER 316581

LAST REVISION 00-00-00
DATE PLOTTED => 10/4/2022
TIME PLOTTED => 11:50:06 AM

NOTES:

1. FOR COMPLETE RIGHT OF WAY, SEE RIGHT OF WAY RECORD MAPS AT THE COUNTY OFFICE.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
02	Teh	CR		4	99

REGISTERED CIVIL ENGINEER

9/23/2022
PLANS APPROVAL DATE

JASON P. JURRENS No. C62458 Exp. 9/30/23 CIVIL STATE OF CALIFORNIA

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

QUINCY ENGINEERING, INC
1017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670

CHAVEZ
APN 004-060-20

WINKLEPLECK
APN 004-060-19

WINKLEPLECK
APN 004-060-07

BARRIE
APN 004-060-14

WILLIAMS
APN 004-330-56

MAZZOTTA
APN 004-060-032

P/L

21.81' Rt "C" 27+88.83

2-12' METAL GATE

21.79' Rt "C" 27+42.26
END FENCE (TYPE BW, METAL POST)
END REMOVE FENCE

57.13' Rt "C" 27+28.42
Beg FENCE (TYPE BW, METAL POST)

71.26' Lt "E" 31+56.45
Beg FENCE (TYPE BW, METAL POST)
END REMOVE FENCE (TYPE BW)

R/W

16' METAL GATE

"C" LINE

70.44' Rt "C" 27+16.31
END FENCE (TYPE BW, METAL POST)

53.00' Lt "E" 31+52.84

26.41' Lt "C" 23+01.13
END Temp FENCE (TYPE WM, (MODIFIED), METAL POST)
END REMOVE FENCE (TYPE BW)
CONNECT TO Exist FENCE

19.76' Lt "C" 23+01.31
END FENCE (TYPE BW, METAL POST)
CONNECT TO Exist FENCE

POTENTIAL CONTRACTOR STAGING AREA

EVERGREEN ROAD

TCE

93.59' Lt "E" 23+35.35
CONFORM TO Exist R/W

R/W

"E" LINE

R=798'

TCE

RELOCATE GATE

FROM

TO

41.25' Lt "E" 32+08.87

73.94' Rt "E" 31+24.76
Beg REMOVE FENCE (TYPE BW)

TCE

MATCH LINE "E" 22+50 SEE SHEET K-1

MATCH LINE "E" 35+50 SEE SHEET K-3

CONSTRUCTION AREA LIMITS

SCALE: 1"=50'

K-2

REVISED BY | DATE REVISED
MICHAEL A. SANCHEZ
CALCULATED/DESIGNED BY | CHECKED BY
PROJECT ENGINEER
TEHAMA COUNTY
DEPARTMENT OF PUBLIC WORKS

BORDER LAST REVISED 7/2/2010

USERNAME => krassimir.Panayotov
DGN FILE => S:\Client\Tehama\107-104 Evergreen Rd\CAD\107104rw002.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 0000

CONTRACT NUMBER 316581

LAST REVISION | DATE PLOTTED => 10/4/2022
00-00-00 | TIME PLOTTED => 11:50:07 AM

AMENDMENT TO
COUNTY OF TEHAMA
RIGHT-OF-WAY CONTRACT

PROJECT: Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project
COUNTY PROJECT NO.: 316581
APNS: 004-360-056 & 004-360-057
GRANTORS: Samuel R. Williams and Roxy J. Williams, Trustee of the Williams Family Trust

DATE: February 16, 2024

WHEREAS, Grantors, Samuel R. Williams and Roxy J. Williams, Trustee of the Williams Family Trust, ("Williams" or "Grantors"), and the County of Tehama, ("County"), have heretofore entered into that certain right of way contract dated November 17, 2020; and

WHEREAS, said contract inures to the benefit of, and is binding on, the Williams and their respective heirs, personal representatives, successors, and or assignees and sets forth the terms and conditions under which the County acquired certain rights for County transportation purposes as well as for undertaking and facilitating work as described in that agreement and construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project NO. 316581; and

WHEREAS, subsequent to entering said right of way contract, the construction schedule for the project has changed resulting in the need for use of the Temporary Construction Easements as outlined in Paragraph 9 of the original right of way contract for an additional Twelve months; and

WHEREAS, by reason of the foregoing it is now the desire of the parties hereto to amend the right of way contract dated November 17, 2020 for one (1) additional year; and

WHEREAS, the parties to this contract shall, pursuant to Section 21.7 (a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Section 50.3; and

WHEREAS, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract; and

NOW, THEREFORE, it is agreed by and between the parties hereto as follows: The above recitals are an essential part of this agreement and incorporated herein in full. The Temporary Construction Easements (TCEs) outlined in paragraph 9 and identified with Assessor's Parcel Nos. 004-360-056 and 004-360-057 are needed for construction access to complete roadway construction as outlined in said right of way contract dated November 17, 2020. Said easements shall be renewed for an additional period of Twelve (12) months. The termination date for use of the Temporary Construction Easements is herein amended from April 5, 2024 to April 5, 2025. The County shall pay Grantors the additional sum of Four Thousand Five Hundred Dollars ($4,500.00). It is understood and agreed that the amount paid per Clause 3. A. of the Right of Way Contract included compensation in full for the actual possession and use of the Temporary Construction Easements. If in the event, should construction be completed in less than 12-months, Grantors are being compensated for the full term of the easements. The TCEs may be terminated prior to the above date by Grantee upon written notice to Grantors.

All other terms and conditions of the contract remain unchanged.

NO OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

In Witness Whereof, the Parties hereto have executed this amendment to the County of Tehama Right of Way Contract this day and year first above written.

GRANTORS:
Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust

Date: 3-8-24

By: Samuel R. Williams Trustee
Samuel R. Williams, Trustee

Date: 3.8.24

By: Roxy J. Will, Trustee
Roxy J. Williams, Trustee

COUNTY OF TEHAMA

Date: MAR 2 8 2023

By: John Leach
Chairman of the Board of Supervisors

Recommended for Approval:

By: JESSICA PECHA
Project Manager

Date: 3/8/24

By:
Director of Public Works

Date: 3-8-24

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works-Road

Vendor Name: Samuel R. Williams and Roxy J. Williams

Document Description: Amendment to the Right of Way Agreement

APPROVED AS TO FORM:

Date: 2/27/24

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

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

Tehama County

Minutes Certification

File Number: 24-267 **Enactment Number: ROAD AGR 2024-002**

19. PUBLIC WORKS - Director Jim Simon **24-267**

a) Approval and authorization for the Chairman to sign the Amendment to the Right of Way Contract with Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust (Road Agreement #2021-3), for two (2) Temporary Construction Easements relative to the Evergreen Road at South Fork Cottonwood Creek Bridge Replacement Project, in the amount of $4,500.

RESULT: APPROVE
MOVER: Pati Nolen
SECONDER: Matt Hansen
AYES: Supervisor Moule, Supervisor Carlson, Supervisor Nolen, Vice Chair Hansen, and Chairperson Leach
Enactment No: ROAD AGR 2024-002

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on 3/26/2024.

Attest: Jennifer Vise **April 02, 2024**
Date Certified

COUNTY OF TEHAMA
RIGHT-OF-WAY CONTRACT

PROJECT: Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project
COUNTY PROJECT NO.: 316581
APN: 004-360-056 and 004-360-057
GRANTORS: Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust

DATE: November 17, 2020

WHEREAS, a conveyance in the form of a Permanent Easement Deed granting to the County of Tehama ("County"), attached hereto as "Attachments 1& 2 – Easement Deeds", has been executed by Grantors and delivered to an agent of the County of Tehama.

NOW THEREFORE, in consideration of said conveyances, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said conveyances and shall relieve the County of Tehama of all further obligations or claims on this account, or on account of the location, grade, or construction of the proposed public improvements.

2. It is further understood that this agreement is not binding on the County of Tehama until approved by the Board of Supervisors at a regular or a special meeting.

3. The County of Tehama shall:

   A. Pay the undersigned Grantors the sum of $90,000.00 (NINETY THOUSAND DOLLARS) for the property interest conveyed as set forth herein, after title to said property is transferred to the County in accordance with the terms of this contract and payment to be broken down as follows:
      a) Land Value (permanent and temporary easements) $5,500
      b) Cost-to-cure $84,500

   B. Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the County, the premium charged therefore. This transaction will be handled through an escrow number FFHO-FTO161001T-TV, by Fidelity National Title Company, 930 Executive Way, Suite 200, Redding, CA 96002.

   C. Replace or repair driveways or other existing improvements displaced, damaged or removed during project construction in the same or better condition. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 3. A. above is payment in full to compensate Grantors for replacement of driveway entrance pipe rail fencing, gates, and reestablishment of landscaping. Construction and maintenance of the driveway entrance and landscaping will be completely the responsibility of the owners. The County will not be responsible to inspect or guarantee the work. Permission is hereby granted to County, County's agents and contractors to enter onto Grantor's remainder property for the purpose of installing a paved driveway with asphalt approximately 100' feet long by 14' feet wide from the edge of Evergreen Road to the new entrance gate location within Grantor's property.

   D. It is understood and agreed between the parties that the amount shown under Clause 3A, includes payment by County to Grantors for the cost of relocating irrigation facilities. Said irrigation facilities to be relocated by Grantors prior to April 1, 2022. Construction and relocation of the irrigation facilities will be completely the responsibility of the Grantors. The County will not be responsible to inspect or guarantee the work.

Road Agreement 2021-3

E. It is understood and agreed between the parties that the amount shown under Clause 3A, includes payment by County to Grantors for the loss of shade to livestock. Grantors may provide shade by any means they see fit. The County will not be responsible to inspect or guarantee the work.

4. Having made a due and diligent inquiry, Grantors warrant and represent that to the best of their knowledge, the property interests conveyed to the County hereunder are free and clear of all liens, encumbrances, assessments, easements and leases (recorded and /or unrecorded), and taxes, except:

A. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

B. Grantors agree to fully participate in pursuing and obtaining subordination agreements on the loans securing the property interests conveyed to the County and agree to execute the necessary documentation.

5. County shall have the authority to deduct and pay from the amount shown in Section 3. A. above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year, except the year subject to Section 4A. together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

6. Per the Tehama County Municipal Code Ordinance No. 17.75.020 - Conforming/Non-conforming Parcels-Lot Line Adjustments, Section D., the County shall and at no cost to Grantors apply to the Tehama County Planning Department for transfer of 2.63± acres from Grantors' preexisting Parcel 1, APN 004-360-056 to Parcel 2, APN 004-360-057 as depicted in "Attachment 5 – Lot Line Adjustment". The purpose of the lot line adjustment is to adjust the common property line to accommodate for the new driveway access located on Grantors' Tehama County Assessor's Parcel No's. 004-360-057. Said nonconforming parcel is no less than eighty percent of its original area. The County at no cost to Grantors, will prepare and process the following based on the Tehama County Planning Department's lot line adjustment application: prepare Tentative Exhibit Map, obtain certificate from Tehama County Department of Environmental Health, obtain Preliminary Title Reports showing ownership, obtain Redemption Officer's Certificate from the Tehama County Treasurers-Tax Collector verifying all taxes have been paid on Assessor's Parcel No's. 004-360-056 and 004-360-057, prepare Legal Descriptions and Exhibit Maps, County will record new deeds reflecting new property descriptions. Lot Line Adjustment will be recorded after proof that the Deeds have been recorded.

A. Any determination by Agencies outside of the County, trust deed beneficiary(ies) and/or mortgagee(s) not to approve the lot line adjustment shall not constitute a breach of this Contract and shall not entitle the Grantors to any additional compensation, consideration, or other remedy.

7. Grantors understand and agree that after completion of the work as described in Section 3. C. above, said improvements will be considered Grantors' sole property and Grantors will be responsible for the maintenance and repair of said improvements.

8. Upon completion of any driveways referred to in Section 3. C. of this contract, said driveway will be considered as an encroachment under permit on the County Road, and is to be maintained, repaired, and operated as such by Grantors in accordance with, and subject to, the laws of the State of California and the rules and regulations of the County of Tehama.

9. Permission is hereby granted to County and its authorized agents to enter upon Grantors' land on Assessor Parcel No's. 004-360-056 and 004-360-057 within those areas shown on the maps attached hereto as "Attachments 3 & 4 - Temporary Construction Easements", for the purpose of undertaking and facilitating the work described herein and the construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project 316581

B. Said Temporary Construction Easement shall commence on the date the amount of funds as specified in Clause 3. A. herein are deposited into escrow and will terminate upon completion of construction or

thirty-six (36) months thereafter whichever occurs first. This Temporary Construction Easement may be terminated prior to the above date by the County upon written notice to Grantors. In any event, should construction be completed in less than the anticipated 36-month period, Grantors are being compensated for the full term of the easement.

B. As part of this TCE County and Grantors agree County's roadway contractor shall maintain Grantors' access and use of existing irrigation facilities during the duration of the TCE. Any disruption of service of irrigation facilities to facilitate construction of project improvements shall be through coordination and agreement between County and Grantors prior to disruption.

10. Upon removal of any field fencing and/or gate(s) referred to in Section 3. C. of this contract, County's roadway contractor shall erect temporary fencing and/or gates to retain the stock-tight integrity of the property. Said fencing will remain in place until construction is completed, at which time County's roadway contractor will install field fencing and/or gates in the location of the permanent right of way and driveway entrance. Grantors will be responsible for replacing driveway entry fencing and/or gates. Permission is hereby granted to County and County's agents and contractors to enter onto Grantor's remainder property for the purpose of installing and removing the temporary fencing and/or performance of any other work benefiting Grantor including, but not limited to, conformance of driveways or work required due to any damage caused by contractor to remainder property.

11. It is agreed and confirmed by the parties hereto that notwithstanding any other provision of this contract, the County's right to use the property as a public right-of-way, including the temporary construction easement and the right to remove and dispose of improvements, shall commence on the date of deposit of funds into escrow by County in the amount of the full purchase price, and that the amount set forth in Section 3. A. includes, but is not limited to, full payment for such use from said date, and for all severance and other damages arising therefrom, if any. Without limiting the generality of the foregoing, this contract is full consideration for all claims of loss or damage of any nature whatsoever arising from the conveyances described herein, or from the location, grade, or construction of the Evergreen Road @ South Fork Cottonwood Creek Bridge Replacement Project.

12. Except for the obligations expressly set forth in this contract, the parties, with full knowledge and with specific intent to release all claims described above, both known and unknown, specifically waive the protection of Section 1542 of the California Civil Code which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

13. The undersigned Grantors warrant and represent that Grantors are the owners in fee simple of the property affected by the conveyances described herein, and that Grantors have the exclusive right to grant said property interests conveyed as set forth herein. Having made a due and diligent inquiry, Grantors further warrant and represent that, to the best of their knowledge, there are no oral or written leases, on all or any portion of the property exceeding a period of one month.

14. In consideration of the County's waiving the defects and imperfections in all matters of record, the undersigned Grantors agree to indemnify and hold the County harmless from any and all claims arising from a breach of the representation and warranties set forth in Section 4 above. Grantors further agree to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of the Grantors for a period exceeding one month.

15. All work done under this agreement by County, County's agents and contractors shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County shall be left in as good or better condition as found.

16. The County agrees to defend and indemnify Grantors against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of construction of the project or utilization of the County's TCE's for injury or damages caused by or resulting from the negligent or intentional acts, omissions or misconduct of the County, its Contractor(s) or subcontractors of the Contractor(s).

17. The County agrees to have its contractor(s) add Grantors as additionally insured to its insurances policies. County shall ensure that its contractor(s) obtain and maintain insurance coverage during the course of the TCE's as follows: Commercial General Liability Insurance providing coverage on a full occurrence basis with limits of not less than $1 million each occurrence for bodily injury and property damage liability combined, $2 million general aggregate; and Automobile Liability Insurance with limits of at least $1 million each occurrence for bodily injury and property damage liability combined and insuring liability arising out of the ownership, maintenance, or use of any hired or non-owned vehicles. All policies of insurance required to be maintained hereunder shall name Grantors as additionally insured and shall provide that such coverage is primary to any policy held by Grantors. As a pre-requisite to County's use of the TCE's, the County shall provide Grantors with certificates of insurance and endorsements evidencing Grantors as additionally insured on all applicable policies. The County will further request that its Contractor(s) will have its/their subcontractors obtain insurance naming Grantors as additionally insured.

18. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

In Witness Whereof, the Parties have executed this Agreement this day and year first above written.

GRANTORS:
Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust

Date: 12-28-20

By: Samuel R. Williams
Samuel R. Williams, Trustee

Date: 12-28-20

By:
Roxy J. Williams, Trustee

COUNTY OF TEHAMA:

Date: FEB 0 9 2021

By:
Chairman of the Board of Supervisors

Recommended for Approval:

By:
Project Manager

Date: 1/21/21

By:
Director of Public Works

Date: 1-25-21

E-Contract Review
Approval as to Form

Department Name: Tehama County Public Works Department

Vendor Name: Maxwell Charles Brown and Teresa Ann Brown

Contract Description: Right of Way Agreement for the Columbia Avenue @ Jewett Creek Bridge Replacement project

By: Trisha C Weber Date: 1/13/2021

Trisha C. Weber
Chief Deputy County Counsel

ATTACHMENT 1

EASEMENT DEED

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXHIBITS FOLLOW)

When recorded, mail to:
Clerk of the Board of Supervisors
County of Tehama
Courthouse, Room 12
633 Washington Street
Red Bluff, CA 96080-3355

A.P.N. 004-360-056

This document is exempt from recording fees and Documentary Transfer Tax. (Gov. Code, § 27383; Rev. & Tax. Code, § 11922.)

EASEMENT DEED
FOR

Project No. 316581 on _____ **2020 @** _____
(Date) (Time)

We, Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust, GRANT, by this deed, to the County of Tehama, an **EASEMENT** for public road, public utilities, and related purposes upon, over, under, and across that certain real property, situate in the County of Tehama, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

_____ _____
Samuel R. Williams, Trustee Date

_____ _____
Roxy J. Williams, Trustee Date

NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.
}

On _____, before me, _____,
(Date) (Notary's Name and Title)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary Public)

LEGAL DESCRIPTION
FOR RIGHT-OF-WAY (EASEMENT)

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-056)
TO: TEHAMA COUNTY

EXHIBIT A

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being that portion of the lands of The Williams Family Trust as described in a Grant Deed recorded on February 14, 2006 in Book 2880 of Official Records at Page 020, Tehama County Records, lying southerly of the following described line:

COMMENCING at a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, bears South 89°47'08" West, a distance of 5282.69 feet;

thence westerly along the southerly line of said Section 17, South 89°47'08" West, a distance of 2641.34 feet to the South one-quarter corner of said Section 17;

thence North 35°23'55" West, a distance of 2466.31 feet to the **TRUE POINT OF BEGINNING**;

thence North 89°24'45" East, a distance of 216.34 feet;

thence South 76°31'02" East, a distance of 20.39 feet;

thence North 89°58'00" East, a distance of 360.63 feet;

thence South 88°22'11" East, a distance of 257.66 feet, more or less, to a point in the northerly Right-of-way of Evergreen Road (Tehama County Right-of-way), said point being the **POINT OF TERMINATION**.

The beginning of the above described line shall be lengthened or shortened so as to terminate in the westerly line of said lands of The William Family Trust.

Surveyor's Note: This description is based in the California Coordinate System of 1983 (CCS83), Zone I. Bearings and distances shown hereon are grid and are in terms of the U.S. Survey Foot. To obtain ground distances, divide grid distances by a combined scale factor of 0.9999120.

CONTAINING 10,316 square feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

EXHIBIT "B" attached and by this reference made a part hereof.

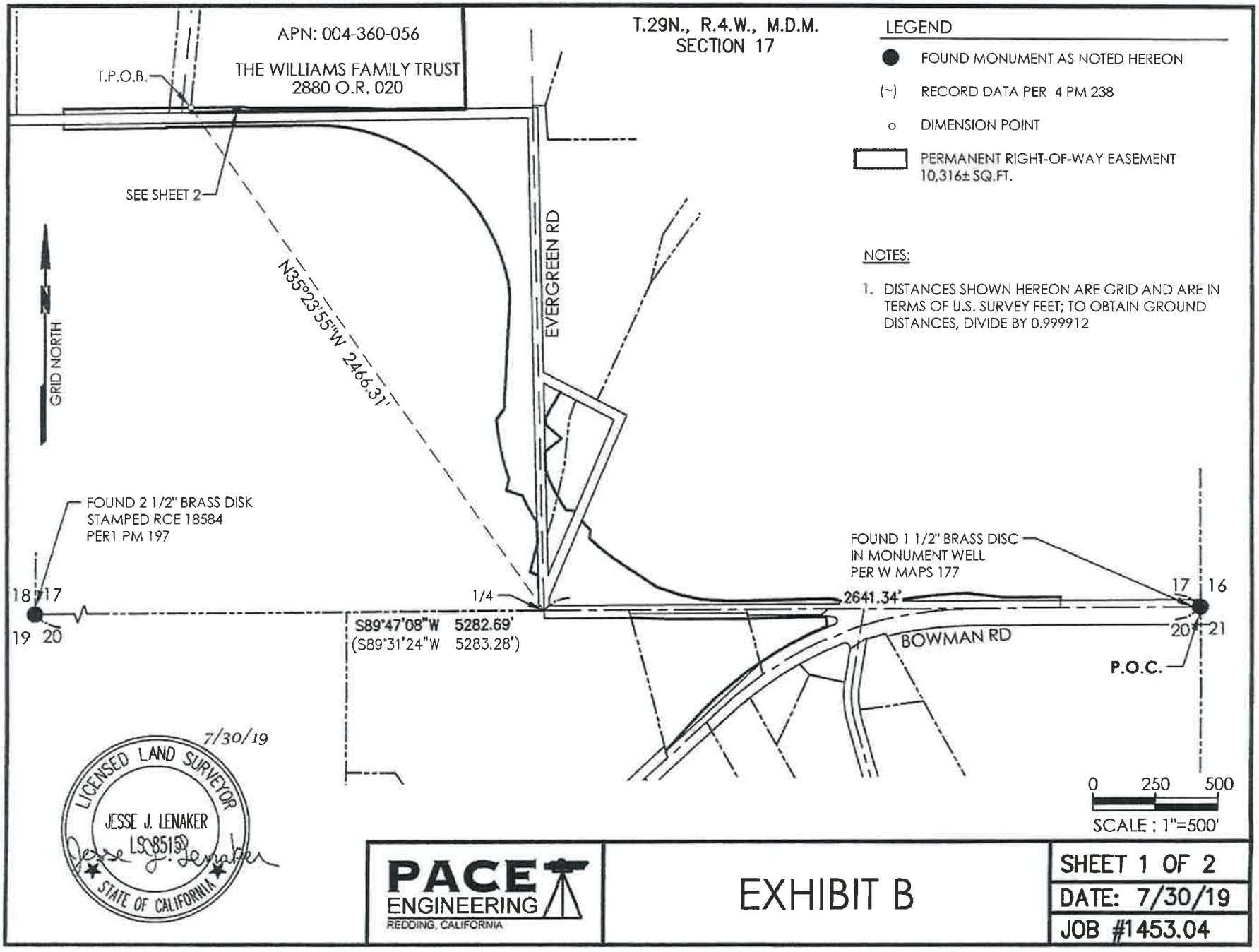
This description was prepared by me:

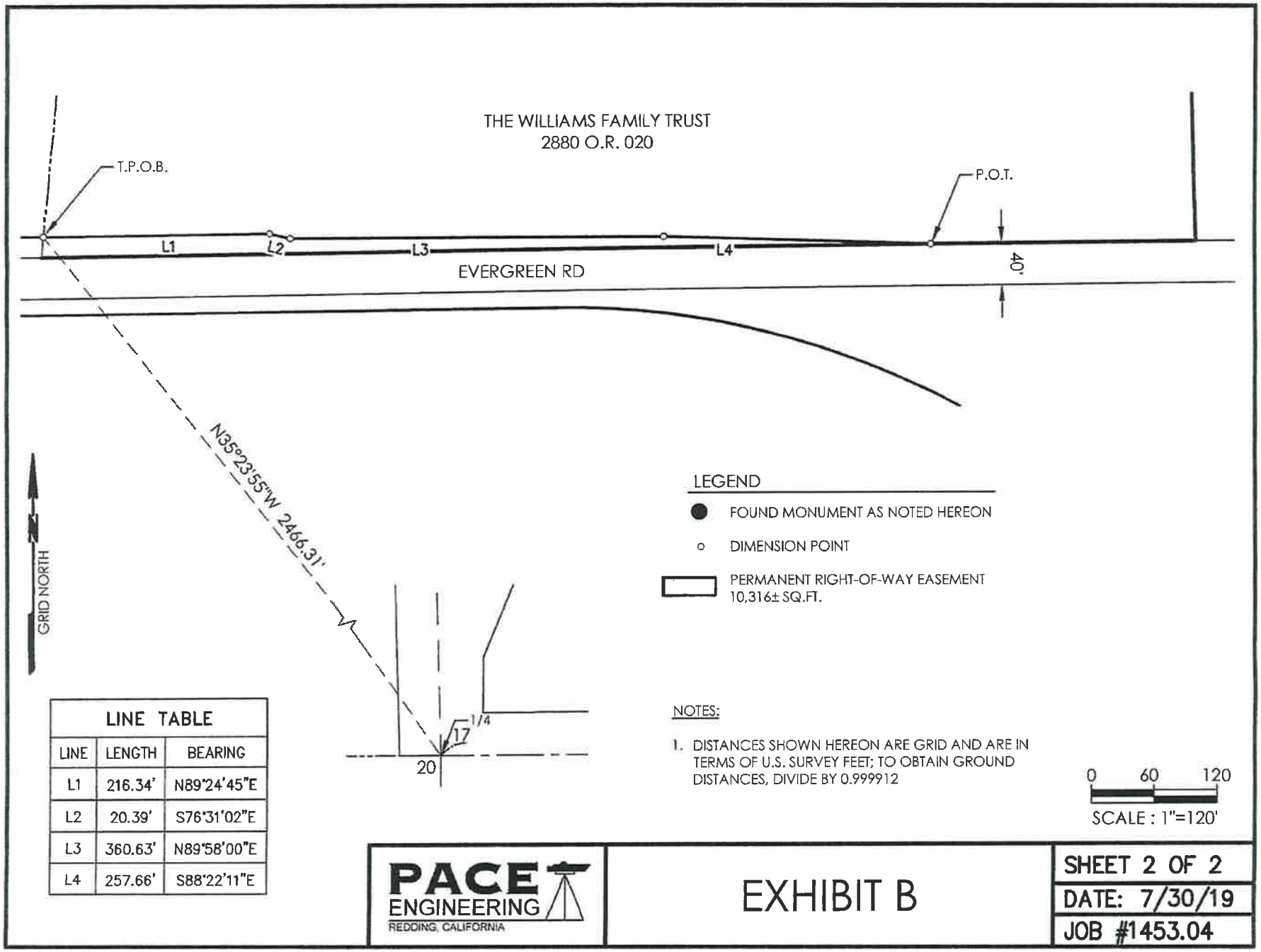
Jesse Lenaker

Jesse J. Lenaker, L.S. 8515

7/30/19

LICENSED LAND SURVEYOR
JESSE J. LENAKER
LS 8515
STATE OF CALIFORNIA


APN: 004-360-056
THE WILLIAMS FAMILY TRUST
2880 O.R. 020
T.P.O.B.
SEE SHEET 2
T.29N., R.4.W., M.D.M.
SECTION 17
LEGEND
FOUND MONUMENT AS NOTED HEREON
(~) RECORD DATA PER 4 PM 238
o DIMENSION POINT
PERMANENT RIGHT-OF-WAY EASEMENT
10,316± SQ.FT.
NOTES:
1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912
GRID NORTH
N35°23'55"W 2466.31'
EVERGREEN RD
FOUND 2 1/2" BRASS DISK
STAMPED RCE 18584
PER1 PM 197
FOUND 1 1/2" BRASS DISC
IN MONUMENT WELL
PER W MAPS 177
18 17
19 20
1/4
2641.34'
17 16
20 21
S89°47'08"W 5282.69'
(S89°31'24"W 5283.28')
BOWMAN RD
P.O.C.
0 250 500
SCALE : 1"=500'
7/30/19
LICENSED LAND SURVEYOR
JESSE J. LENAKER
LS 8515
STATE OF CALIFORNIA
PACE ENGINEERING
REDDING, CALIFORNIA
EXHIBIT B
SHEET 1 OF 2
DATE: 7/30/19
JOB #1453.04



LINE TABLE		
LINE	LENGTH	BEARING
L1	216.34'	N89°24'45"E
L2	20.39'	S76°31'02"E
L3	360.63'	N89°58'00"E
L4	257.66'	S88°22'11"E

ATTACHMENT 2

EASEMENT DEED

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXHIBITS FOLLOW)

When recorded, mail to:
Clerk of the Board of Supervisors
County of Tehama
Courthouse, Room 12
633 Washington Street
Red Bluff, CA 96080-3355

A.P.N. 004-360-057

This document is exempt from recording fees and Documentary Transfer Tax. (Gov. Code, § 27383; Rev. & Tax. Code, § 11922.)

EASEMENT DEED
FOR

Project No. 316581 on _____ **2020 @** _____
(Date) (Time)

We, Samuel R. Williams and Roxy J. Williams, Trustees of the Williams Family Trust, GRANT, by this deed, to the County of Tehama, an **EASEMENT** for public road, public utilities, and related purposes upon, over, under, and across that certain real property, situate in the County of Tehama, State of California, described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein.

_____ _____
Samuel R. Williams, Trustee Date

_____ _____
Roxy J. Williams, Trustee Date

NOTARY ACKNOWLEDGEMENT MUST BE ATTACHED

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

STATE OF CALIFORNIA }
COUNTY OF _____ } S.S.
}

On _____, before me, _____,
(Date) (Notary's Name and Title)
personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Signature of Notary Public)

LEGAL DESCRIPTION
FOR RIGHT-OF-WAY (EASEMENT)

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-057)
TO: TEHAMA COUNTY

EXHIBIT A

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being that portion of the lands of The Williams Family Trust as described in a Grant Deed recorded on February 7, 2019 as Document # 2019001595, Official Records of Tehama County, lying southerly of the following described line:

BEGINNING at a point in the easterly boundary line of said lands of The Williams Family Trust; thence South 89°24'45" West, a distance of 34.67 feet, more or less, to a point which bears North 64°01'13" West 4566.03 feet distant therefrom a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, thereof bears South 89°47'08" West, a distance of 5282.69 feet; thence continuing along said line, South 89°24'45" West, a distance of 50.74 feet, more or less, to a point in the westerly line of said lands of The Williams Family Trust, said point being the **POINT OF TERMINATION.**

Surveyor's Note: This description is based in the California Coordinate System of 1983 (CCS83), Zone I. Bearings and distances shown hereon are grid and are in terms of the U.S. Survey Foot. To obtain ground distances, divide grid distances by a combined scale factor of 0.9999120.

CONTAINING 1,676 square feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

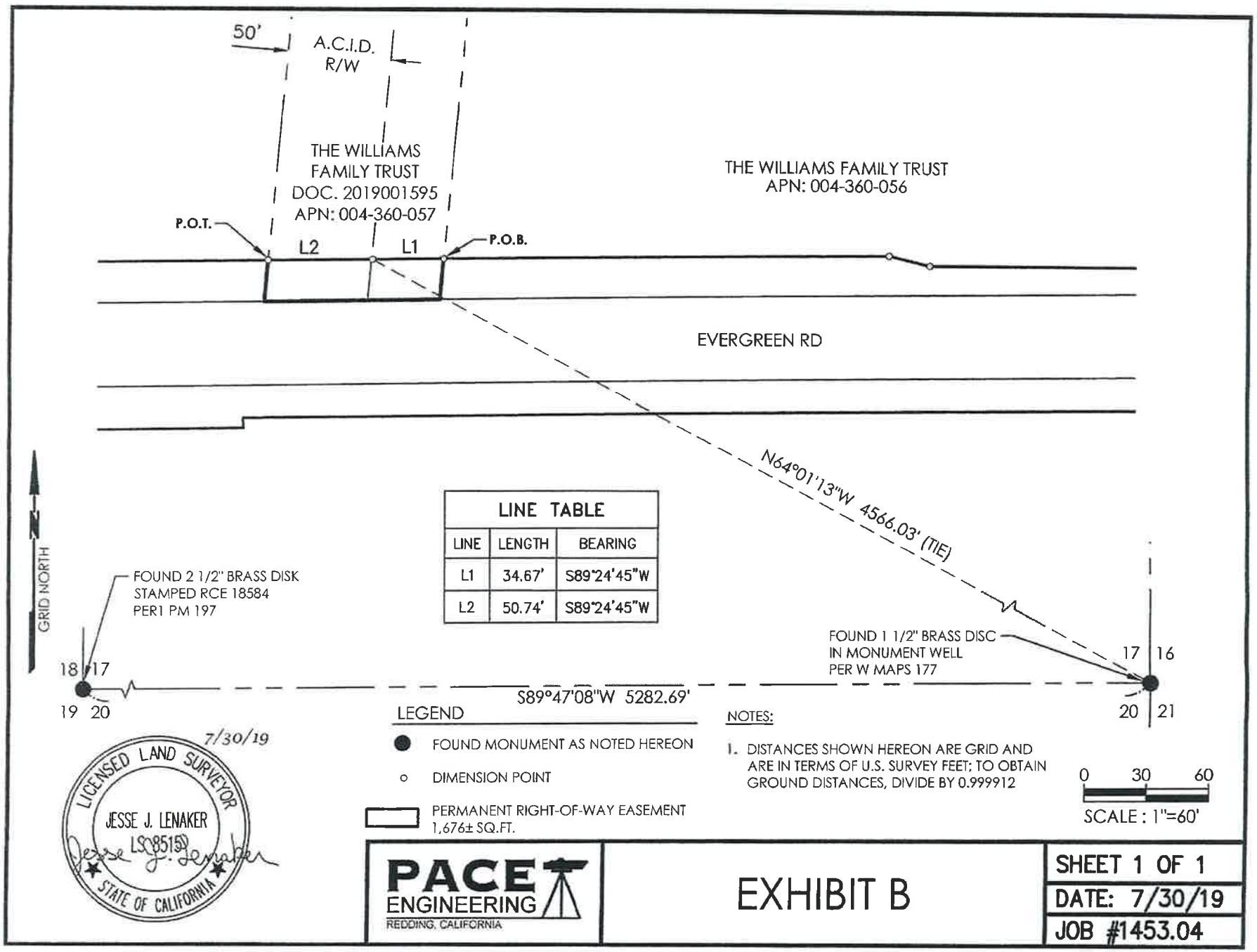
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me:

Jesse Lenaker

Jesse J. Lenaker, L.S. 8515

7/30/19


50'
A.C.I.D.
R/W
THE WILLIAMS
FAMILY TRUST
DOC. 2019001595
APN: 004-360-057
THE WILLIAMS FAMILY TRUST
APN: 004-360-056
P.O.T.
L2
L1
P.O.B.
EVERGREEN RD
N64°01'13"W 4566.03' (TIE)
GRID NORTH
FOUND 2 1/2" BRASS DISK
STAMPED RCE 18584
PER1 PM 197
FOUND 1 1/2" BRASS DISC
IN MONUMENT WELL
PER W MAPS 177
18 17
19 20
17 16
20 21
S89°47'08"W 5282.69'
LINE TABLE
LINE | LENGTH | BEARING
L1 | 34.67' | S89°24'45"W
L2 | 50.74' | S89°24'45"W
LEGEND
FOUND MONUMENT AS NOTED HEREON
DIMENSION POINT
PERMANENT RIGHT-OF-WAY EASEMENT
1,676± SQ.FT.
NOTES:
1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912
0 30 60
SCALE : 1"=60'
7/30/19
LICENSED LAND SURVEYOR
JESSE J. LENAKER
LS 8515
STATE OF CALIFORNIA
PACE ENGINEERING
REDDING, CALIFORNIA
EXHIBIT B
SHEET 1 OF 1
DATE: 7/30/19
JOB #1453.04

ATTACHMENT 3

TEMPORARY CONSTRUCTION EASEMENT

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXHIBITS FOLLOW)

LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-056)
TO: TEHAMA COUNTY

EXHIBIT A

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being that portion of the lands of The Williams Family Trust as described in a Grant Deed recorded on February 14, 2006 in Book 2880 of Official Records at Page 020, Tehama County Records, more particularly described as follows:

COMMENCING at a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, bears South 89°47'08" West, a distance of 5282.69 feet;

thence westerly along the southerly line of said Section 17, South 89°47'08" West, a distance of 2641.34 feet to the South one-quarter corner of said Section 17;

thence North 35°23'55" West, a distance of 2466.31 feet to the **TRUE POINT OF BEGINNING**;

thence North 89°24'45" East, a distance of 216.34 feet;

thence South 76°31'02" East, a distance of 20.39 feet;

thence North 89°58'00" East, a distance of 360.63 feet;

thence South 88°22'11" East, a distance of 257.66 feet, more or less, to a point in the northerly Right-of-way of Evergreen Road (Tehama County Right-of-way);

thence along said northerly Right-of-way, North 89°20'08" East, a distance of 255.14 feet, more or less, to a point in the easterly line of said lands of The William Family Trust;

thence North 01°49'07" West, a distance of 10.65 feet;

thence South 89°58'00" West, a distance of 373.61 feet;

thence North 88°22'11" West, a distance of 138.65 feet;

thence South 89°58'00" West, a distance of 359.59 feet;

thence North 76°31'02" West, a distance of 20.44 feet;

thence South 89°24'45" West, a distance of 196.28 feet;

thence North 28°02'34" West, a distance of 33.81 feet;

thence South 89°24'45" West, a distance of 1.76 feet;

thence South 05°03'07" West, a distance of 40.19 feet to the **POINT OF BEGINNING**.

Surveyor's Note: This description is based in the California Coordinate System of 1983 (CCS83), Zone I. Bearings and distances shown hereon are grid and are in terms of the U.S. Survey Foot. To obtain ground distances, divide grid distances by a combined scale factor of 0.9999120.

CONTAINING 12,154 square feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

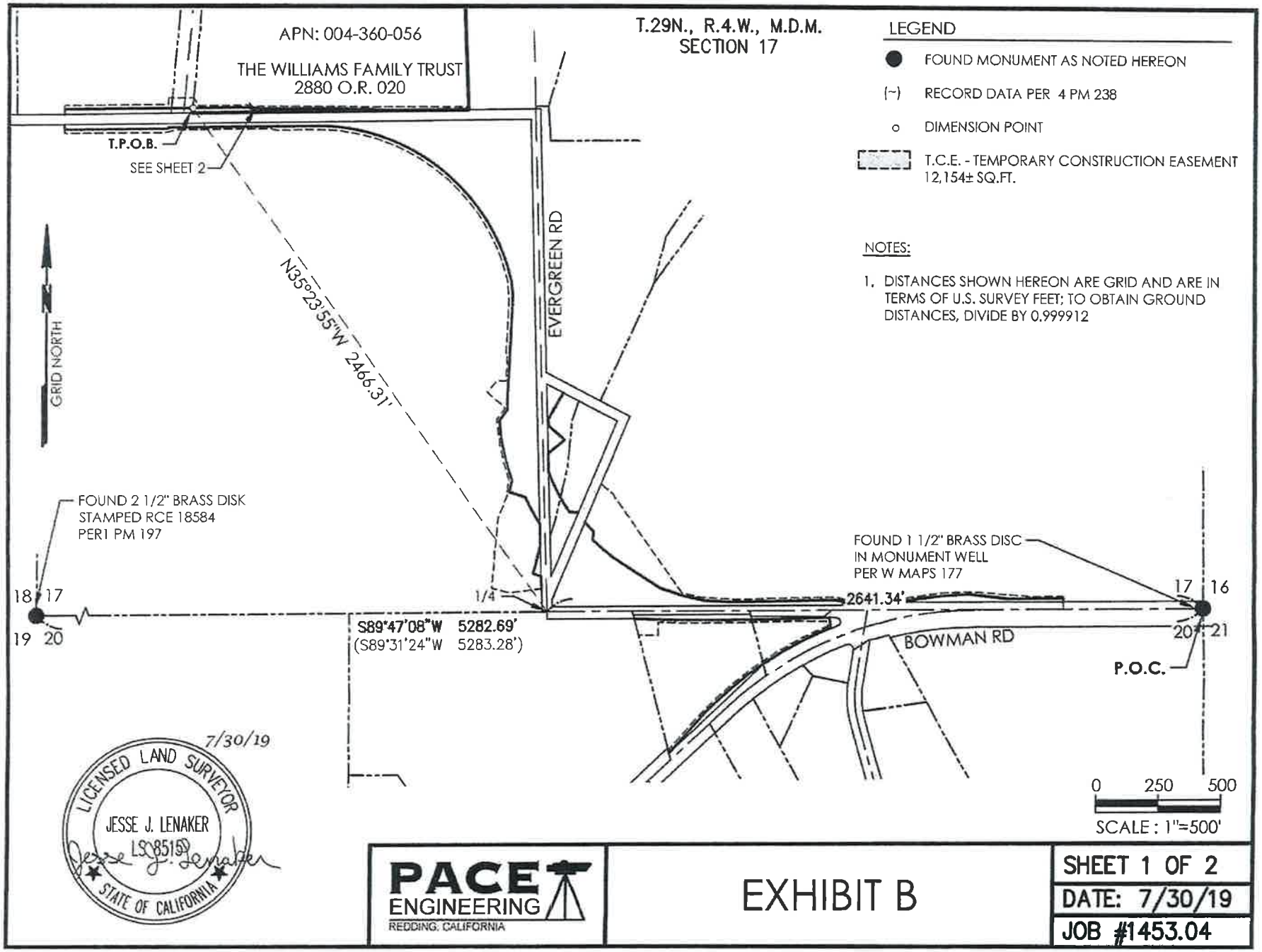
EXHIBIT "B" attached and by this reference made a part hereof.

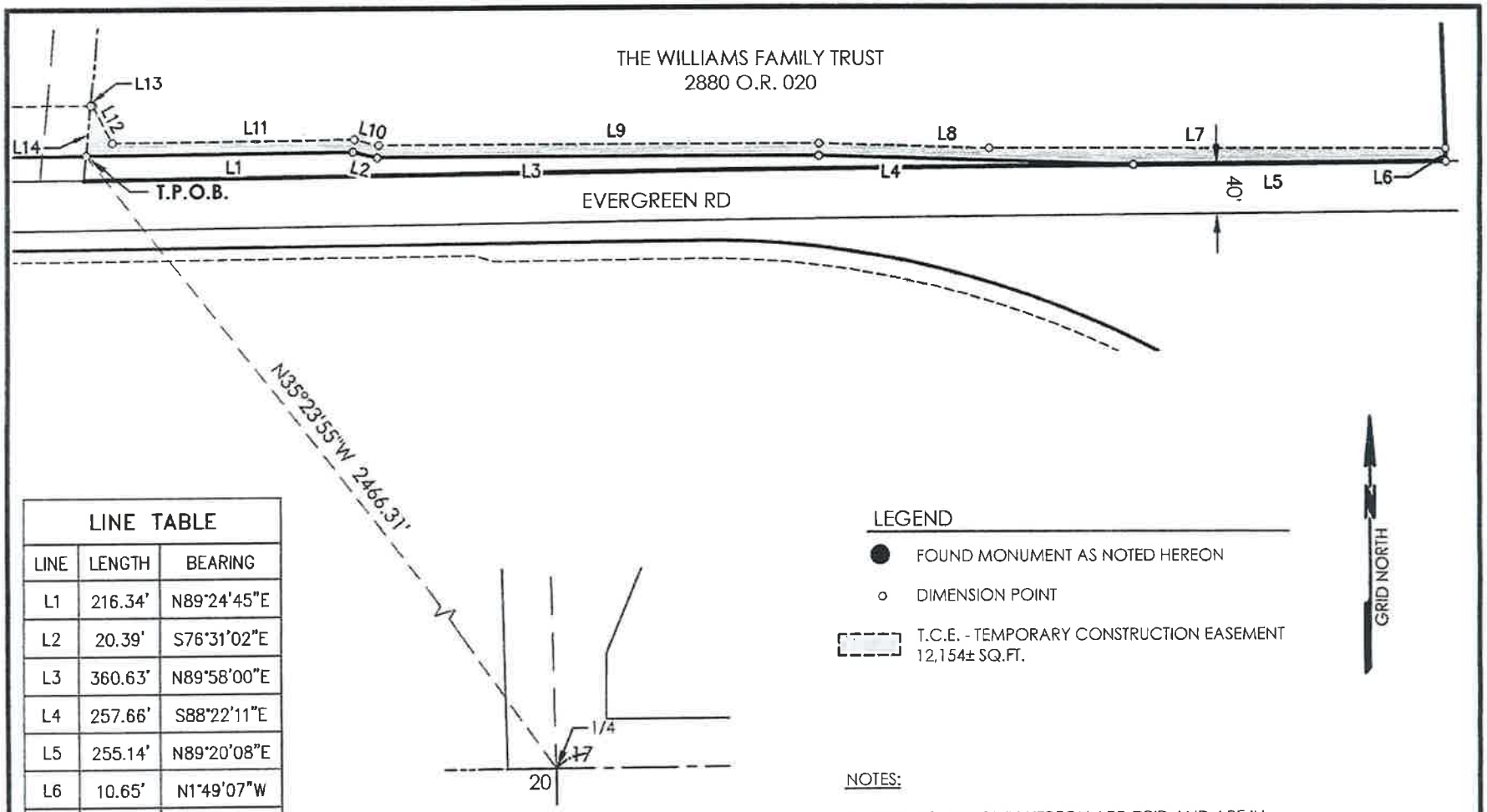
This description was prepared by me:

Jesse Lenaker

Jesse J. Lenaker, L.S. 8515

7/30/19


APN: 004-360-056
THE WILLIAMS FAMILY TRUST
2880 O.R. 020
T.29N., R.4.W., M.D.M.
SECTION 17
LEGEND
FOUND MONUMENT AS NOTED HEREON
(~) RECORD DATA PER 4 PM 238
o DIMENSION POINT
T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
12,154± SQ.FT.
NOTES:
1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912
T.P.O.B.
SEE SHEET 2
N35°23'55"W 246.31'
EVERGREEN RD
GRID NORTH
FOUND 2 1/2" BRASS DISK
STAMPED RCE 18584
PER1 PM 197
FOUND 1 1/2" BRASS DISC
IN MONUMENT WELL
PER W MAPS 177
18 17
19 20
1/4
2641.34'
S89°47'08"W 5282.69'
(S89°31'24"W 5283.28')
17 16
20 21
BOWMAN RD
P.O.C.
0 250 500
SCALE : 1"=500'
7/30/19
LICENSED LAND SURVEYOR
JESSE J. LENAKER
LS 8515
STATE OF CALIFORNIA
PACE ENGINEERING
REDDING, CALIFORNIA
EXHIBIT B
SHEET 1 OF 2
DATE: 7/30/19
JOB #1453.04



LINE TABLE		
LINE	LENGTH	BEARING
L1	216.34'	N89°24'45"E
L2	20.39'	S76°31'02"E
L3	360.63'	N89°58'00"E
L4	257.66'	S88°22'11"E
L5	255.14'	N89°20'08"E
L6	10.65'	N1°49'07"W
L7	373.61'	S89°58'00"W
L8	138.65'	N88°22'11"W
L9	359.59'	S89°58'00"W
L10	20.44'	N76°31'02"W
L11	196.28'	S89°24'45"W
L12	33.81'	N28°02'34"W
L13	1.76'	S89°24'45"W
L14	40.19'	S5°03'07"W

NOTES:

1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912

0 60 120

SCALE : 1"=120'

PACE ENGINEERING
REDDING, CALIFORNIA

EXHIBIT B

SHEET 2 OF 2
DATE: 7/30/19
JOB #1453.04

ATTACHMENT 4

TEMPORARY CONSTRUCTION EASEMENT

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXHIBITS FOLLOW)

LEGAL DESCRIPTION
FOR TEMPORARY CONSTRUCTION EASEMENT

July 30, 2019
1453.04

FROM: THE WILLIAMS FAMILY TRUST (APN: 004-360-057)
TO: TEHAMA COUNTY

EXHIBIT A

That certain parcel of land situate in the unincorporated area of the County of Tehama, State of California, being that portion of the lands of The Williams Family Trust as described in a Grant Deed recorded on February 7, 2019 as Document # 2019001595, Official Records of Tehama County, lying southerly of the following described line:

BEGINNING at a point in the easterly boundary line of said lands of The Williams Family Trust; thence South 89°24'45" West, a distance of 32.09 feet, more or less, to a point which bears North 63°32'10" West 4578.25 feet distant therefrom from a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, bears South 89°47'08" West, a distance of 5282.69 feet; thence South 89°24'45" West, a distance of 53.32 feet, more or less, to a point in the westerly line of said lands of The Williams Family Trust, said point being the **POINT OF TERMINATION.**

EXCEPTING THEREFROM that certain parcel of land, lying southerly of the following described line:

BEGINNING at a point in the easterly boundary line of said lands of The Williams Family Trust; thence South 89°24'45" West, a distance of 34.67 feet, more or less, to a point which bears North 63°52'19" West 4542.51 feet distant therefrom a 1-1/2" brass disc marking the Southeast corner of Section 17, Township 29 North, Range 4 West, Mount Diablo Meridian, as shown on that map filed for record in Book W of Maps at Page 177, Tehama County Records, from which a 2-1/2" brass disc stamped "RCE 18584" marking the Southwest corner of said Section 17 per that map filed for record in Book 1 of Parcel Maps at Page 197, Tehama County Records, thereof bears South 89°47'08" West, a distance of 5282.69 feet; thence continuing along said line, South 89°24'45" West, a distance of 50.74 feet, more or less, to a point in the westerly line of said lands of The Williams Family Trust, said point being the **POINT OF TERMINATION.**

Surveyor's Note: This description is based in the California Coordinate System of 1983 (CCS83), Zone I. Bearings and distances shown hereon are grid and are in terms of the U.S. Survey Foot. To obtain ground distances, divide grid distances by a combined scale factor of 0.9999120.

CONTAINING 3,417 square feet, more or less.

SUBJECT TO all Covenants, Rights, Rights-of-Way and Easements of Record, if any.

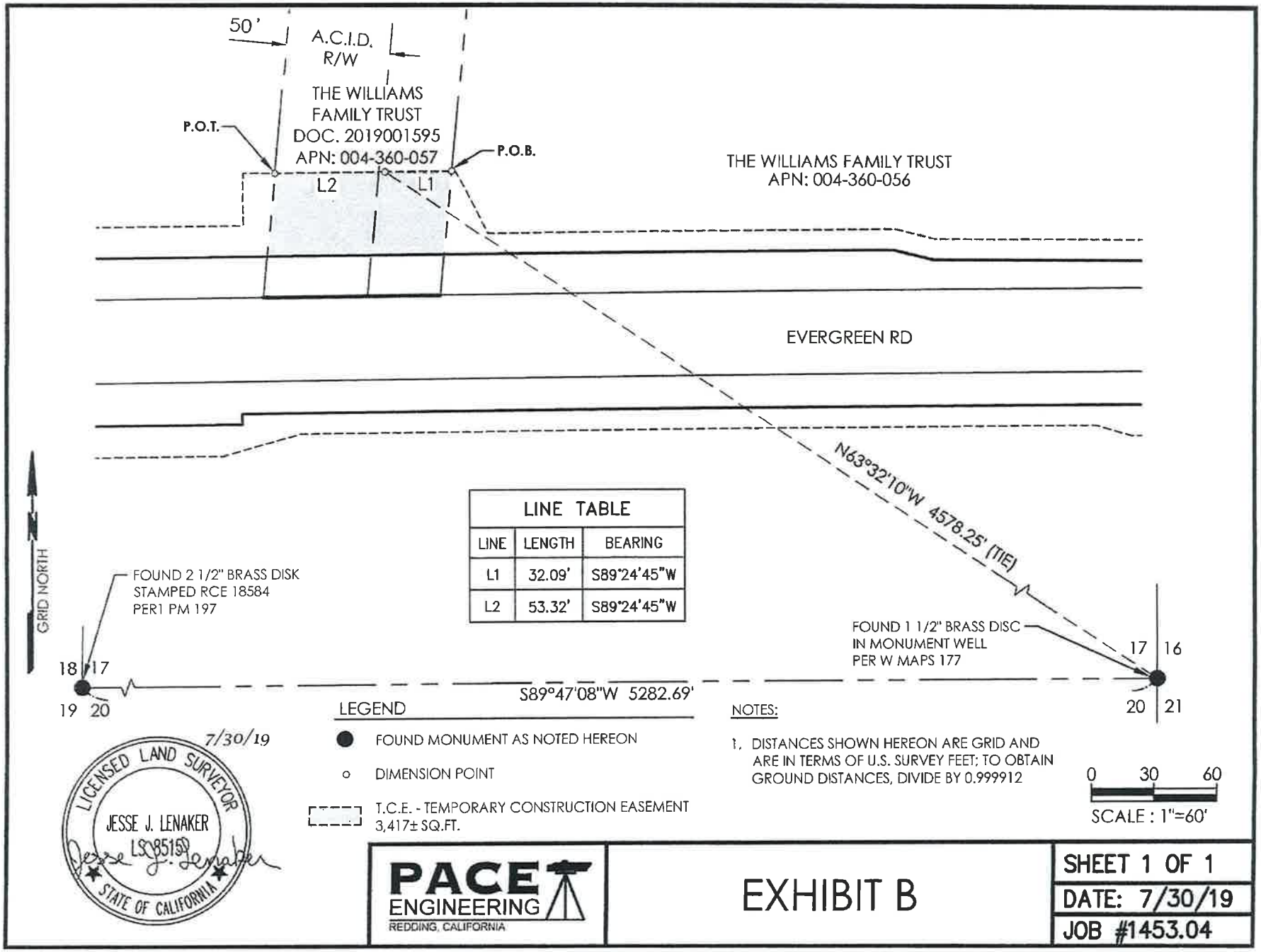
EXHIBIT "B" attached and by this reference made a part hereof.

This description was prepared by me:

Jesse Lenaker

Jesse J. Lenaker, L.S. 8515

7/30/19


50'
A.C.I.D.
R/W
THE WILLIAMS
FAMILY TRUST
DOC. 2019001595
APN: 004-360-057
P.O.T.
P.O.B.
L2
L1
THE WILLIAMS FAMILY TRUST
APN: 004-360-056
EVERGREEN RD
N63°32'10"W 4578.25' (TIE)
GRID NORTH
FOUND 2 1/2" BRASS DISK
STAMPED RCE 18584
PER1 PM 197
FOUND 1 1/2" BRASS DISC
IN MONUMENT WELL
PER W MAPS 177
18 17
19 20
17 16
20 21
S89°47'08"W 5282.69'
LINE TABLE
LINE | LENGTH | BEARING
L1 | 32.09' | S89°24'45"W
L2 | 53.32' | S89°24'45"W
LEGEND
FOUND MONUMENT AS NOTED HEREON
DIMENSION POINT
T.C.E. - TEMPORARY CONSTRUCTION EASEMENT
3,417± SQ.FT.
NOTES:
1. DISTANCES SHOWN HEREON ARE GRID AND ARE IN TERMS OF U.S. SURVEY FEET; TO OBTAIN GROUND DISTANCES, DIVIDE BY 0.999912
0 30 60
SCALE : 1"=60'
7/30/19
LICENSED LAND SURVEYOR
JESSE J. LENAKER
LS 8519
STATE OF CALIFORNIA
PACE ENGINEERING
REDDING, CALIFORNIA
EXHIBIT B
SHEET 1 OF 1
DATE: 7/30/19
JOB #1453.04

ATTACHMENT 5

LOT LINE ADJUSTMENT

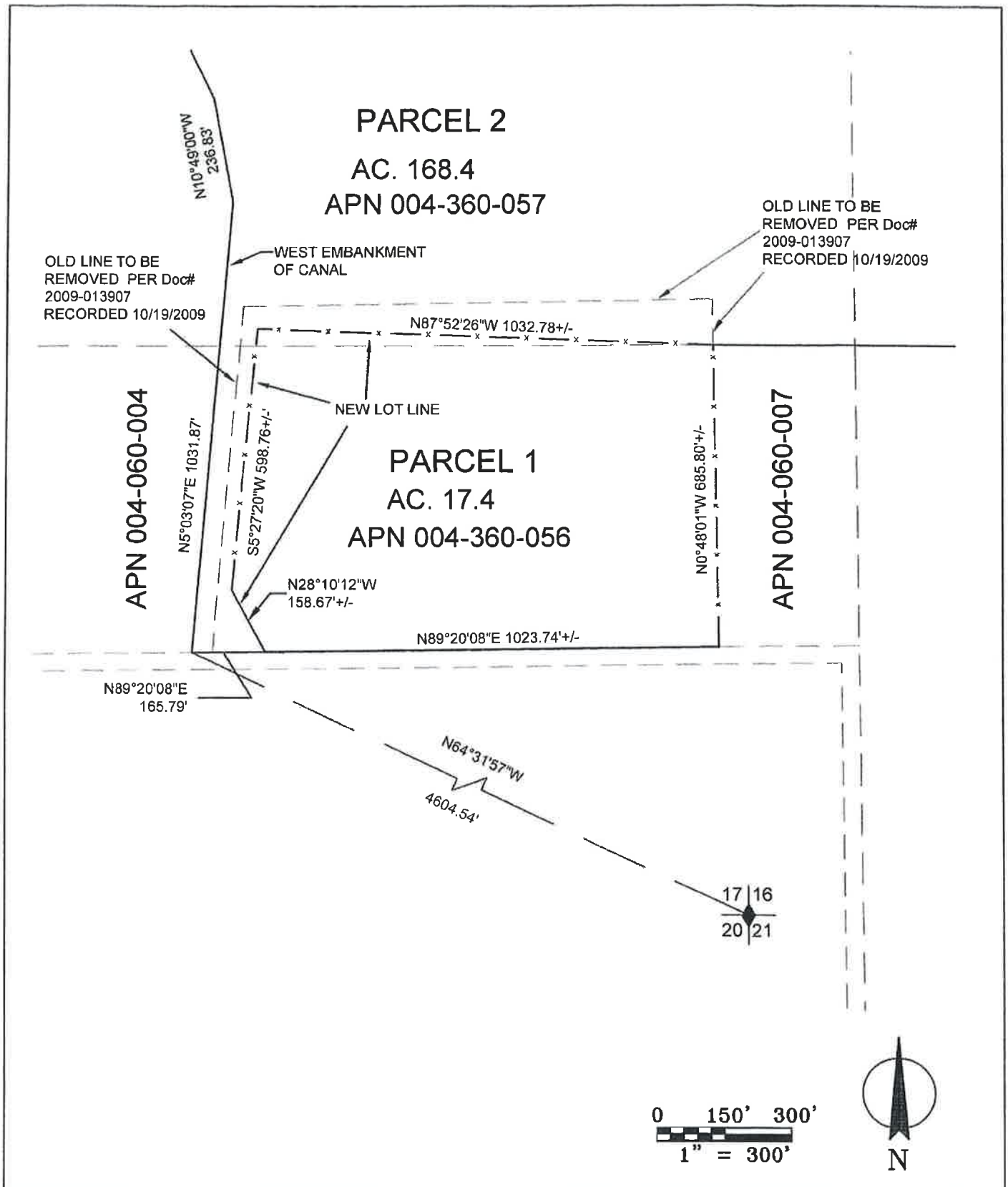
(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXHIBITS FOLLOW)

EXHIBIT A
LEGAL DESCRIPTION

All that certain real properly situated in Section 17, Township 29 North, Range 4 West, Mount Diablo Base and Meridian, County of Tehama, State of California, more particularly described as follows:

A portion of Parcel A together with a portion of Parcel B as shown on the Certificate of Merger #09-14 and Lot Line Adjustment 09-08, recorded October 19, 2009 as Document No. 2009013907 in the office of the Tehama County Recorder, State of California described as follows:

COMMENCING at the intersection point of the West embankment of a canal and the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of said Section 17, from which the Section corner common to Sections 16,17,20 & 21 Township 29 North, Range 4 West, MDB&M bears South 64°31'57"East a distance of 4604.54 feet, thence on and along the said South line North 89°20'08"East a distance of 165.79 feet, the True Point of Beginning; thence leaving said South line North 28°10'12"West a distance of 158.67 feet more or less to the existing fence, thence on and along the existing fence North 05°27'20" East a distance of 598.76 feet more or less to a 3 way fence corner, thence on an along an existing east-west fence a distance 1032.78 more or less to the Northwest corner of Parcel 2 conveyed in the deed from John S. Griffith and Stella M. Griffith to Victor G. Winklepleck and Susan Jean Winklepleck, husband and wife as joint tenants and recorded January 4, 1980 in Book 811 of Official Records at page 693, Tehama County Records, thence Southerly on along the Said West line a distance 685.80 feet more or less to the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section 17, thence westerly on and along the said South line a distance of 1023.74 more or less to the True Point of Beginning.



TEHAMA COUNTY PUBLIC WORKS 9380 San Benito Ave. Gerber, CA 96035	EXHIBIT B	08/05/2020

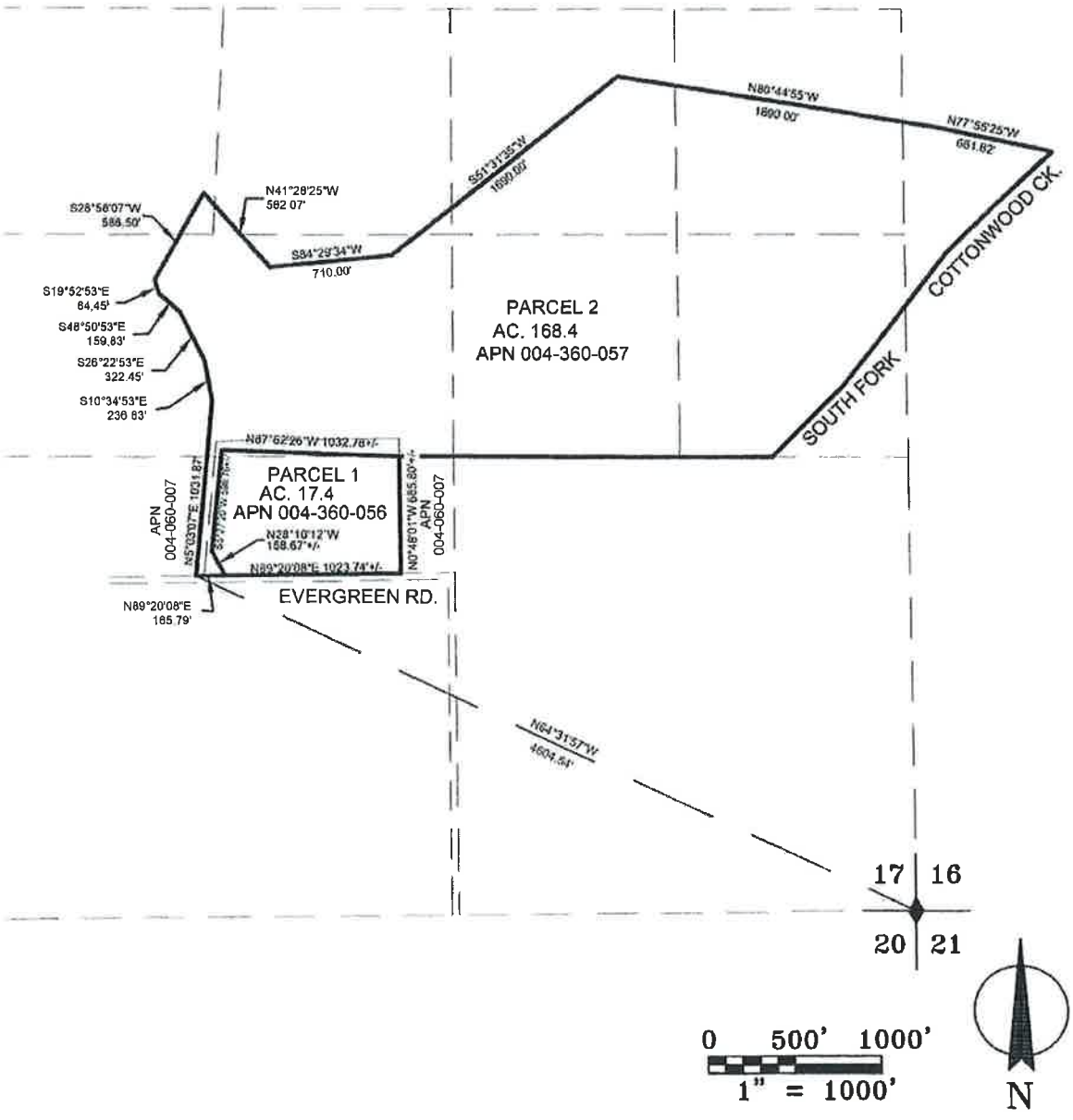
EXHIBIT A1
LEGAL DESCRIPTION

All that certain real properly situated in Section 17, Township 29 North, Range 4 West, Mount Diablo Base and Meridian, County of Tehama, State of California, more particularly described as follows:

All that Parcel A & Parcel B as shown on the Certificate of Merger #09-14 and Lot Line Adjustment 09-08, recorded October 19, 2009 as Document No. 2009013907 in the office of the Tehama County Recorder, State of California.

EXCEPTING THEREFROM a 17.4 AC. Parcel described as follows:

COMMENCING at the intersection point of the West embankment of a canal and the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of said Section 17, from which the Section corner common to Sections 16,17,20 & 21 Township 29 North, Range 4 West, MDB&M bears South 64°31'57"East a distance of 4604.54 feet, thence on and along the said South line North 89°20'08"East a distance of 165.79 feet, the True Point of Beginning; thence leaving said South line North 28°10'12"West a distance of 158.67 feet more or less to the existing fence, thence on and along the existing fence North 05°27'20" East a distance of 598.76 feet more or less to a 3 way fence corner, thence on an along an existing east-west fence a distance 1032.78 more or less to the Northwest corner of Parcel 2 conveyed in the deed from John S. Griffith and Stella M. Griffith to Victor G. Winklepleck and Susan Jean Winklepleck, husband and wife as joint tenants and recorded January 4, 1980 in Book 811 of Official Records at page 693, Tehama County Records, thence Southerly on along the Said West line a distance 685.80 feet more or less to the South line of the North one-half of the North one-half of the Northeast quarter of the Southwest quarter of Section 17, thence westerly on and along the said South line a distance of 1023.74 more or less to the True Point of Beginning.



TEHAMA COUNTY PUBLIC WORKS 9380 San Benito Ave. Gerber, CA 96035	EXHIBIT B1	08/05/2020

Tehama County

Agenda Request Form

File #: 25-1508 **Agenda Date:** 9/9/2025 **Agenda #:** 15.

TEHAMA COUNTY FLOOD CONTROL DISTRICT / PURCHASING - Deputy Director Justin Jenson

Requested Action(s)
a) Request approval of the following bidders list for the “Transportation Cost-Based Bid for Road Materials”; and further authorize the Purchasing Agent to make purchases from the list pursuant to established procedures, with the approximate total of 23,000 tons:

1) J.F. Shea Construction, Inc. in the amount of $12.00 per ton
2) Thomes Creek Rock Co. Inc. in the amount of $14.00 per ton

Financial Impact:
This project is funded through the FSRP grant and is fully reimbursable by the Department of Water Resources. All eligible costs associated with the roadway resurfacing and levee height increase will be submitted for reimbursement under the terms of the grant agreement.

Background Information:
This project is being completed under the Flood System Repair Program (FSRP) in coordination with the California Department of Water Resources (DWR). The purpose of the project is to improve the integrity and reliability of the flood control system by resurfacing all roadway areas and raising the levee height by approximately 4 inches along Deer Creek. As the Local Maintaining Agency for levee systems in Tehama County, the District is responsible for repair and maintenance of the systems.

To ensure that the County uses the vendor who provides the lowest total County cost for each project, the Department is requesting approval to use the following alternative competitive bidding process:

1) Each vendor submits their bid for the purchase price of the material and identifies the location of their plant

2) Based upon the foregoing, the Board approves the bid list, and authorizes the Purchasing Agent to make purchases from that list in accordance with this procedure, up to a specified amount

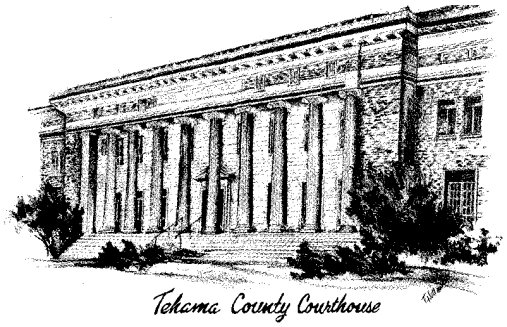
3) For each road repair and maintenance project, the Purchasing Agent will determine the distance between the job site and each vendor’s plant and will assign a transportation cost factor (calculated at $3.90/mile) to each vendor. This cost factor will then be added to the vendor’s bid price for the material to determine which vendor provides the lowest total County cost for that project. The Purchasing Agent will make a sub-award and issue a Purchase Order to that vendor.

Under Tehama Code section 4.24.080, subdivision (c), the method and extent of bidding procedures for the purchase of supplies, etc. shall be prescribed by the Board of Supervisors. The foregoing

alternative procedure is within the Board's authority and will ensure that the County has the ability to timely obtain materials at the lowest cost possible

Board of Supervisors
COUNTY OF TEHAMA

District 1 – Rob Burroughs
District 2 – Tom Walker
District 3 – Pati Nolen
District 4 – Matt Hansen
District 5 – Greg Jones


Tehama County Courthouse

Gabriel Hydrick
Chief Administrator

COUNTY OF TEHAMA
LEGAL NOTICE
ADVERTISMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the County of Tehama will receive sealed bids pursuant to County of Tehama, State of California Specifications for each item for the period commencing on date of approval by the Board of Supervisors through June 30, 2026 in accordance with the information and specifications on file in the Office of the Tehama County Purchasing Agent, 727 Oak Street, Red Bluff, CA. 96080, for the following:

CLASS II CRUSHED AGGREGATE BASE
¾" APPROXIMATELY 23,000 TONS

Bid must be received at the Office of the Purchasing Agent, 727 Oak Street, Red Bluff, California 96080 not later than 3 p.m. on August 19, 2025. Bids shall be submitted in sealed envelopes and marked "**Flood Control**". The selection process will be based upon criteria including, but not limited to price, product availability, and proximity to worksite.

Tehama County reserves the right to reject any or all bids and/or waive any irregularity in any bid received. Bidders may bid on individual items and will be selected based on individual material bids.

Debbie Schmidt
Signer ID: OT4ODSHC15...
By: Debbie Schmidt – Deputy Purchasing Agent

** Please publish in the Daily News on August 7, 2025. Send proof of publication and statement to Tehama County Purchasing Dept., 727 Oak Street, Red Bluff, CA 96080

TO: COUNTY OF TEHAMA FLOOD CONTROL DISTRICT

CLASS II CRUSHED AGGREGATE BASE

Bids Open <u>August 19, 2025 at 3:00 PM</u>

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 23,000 TONS
1.	23,000	¾" Class II Crushed AB	$_____	$_____	$_____	$_____

Plant Location: _____

The undersigned vendor agrees to all items as outlined in "County of Tehama, Flood Control District – Specifications for Class II Crushed Aggregate Base

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: _____ DATE: _____

VENDOR: _____

MAILING ADDRESS: _____ PLANT ADDRESS:_____

PHONE: _____ FAX: _____

COUNTY OF TEHAMA, FLOOD CONTROL DISTRICT
SPECIFICATIONS FOR CLASS II CRUSHED AGGREGATE BASE

The bidder's plant shall have the ability to provide ¾" Class II Crushed Aggregate Base in accordance with Section 26 Aggregate Bases in the State of California, Department of Transportation, 2010 Standard Specifications, for pickup by Tehama County Public Works personnel and equipment.

The quantities on the "Bid Schedule" are approximates only and are shown as a basis for comparison of bids only. The County of Tehama does not, expressly or by implication, agree that the actual amount of the purchases will correspond therewith, but reserves the right to increase or decrease the amount as deemed necessary by the Deputy Director of Public Works – Water Resources.

The term of this bid and all material price bids shall be effective on date of Board of Supervisor approval through June 30, 2026, inclusive. The price per ton submitted by each successful bidder (Bid Schedule "Price" divided by "Approx. Tons") will be subject to adjustment for industry-wide price changes. In the event of industry price changes, either up or down, during the term of this bid, the County and each successful bidder will allow bid price adjustment to correspond with the industry fluctuation. An "industry-wide price change" means the net increase or decrease in the price per ton charged for similar materials by industrial suppliers located in California. The successful bidder and the County may each propose a price adjustment once per calendar quarter, at least 15 days before such proposed adjustment is to become effective. Such proposal shall state the percentage increase or decrease in price and the proposed adjusted price per ton. The percentage increase or decrease must be certified by at least two other industrial suppliers as reflecting an "industry-wide price change."

The bid price adjustments provided herein, either up or down, will be reflected in each sub-award made after the effective date of the adjustment and will be shown separately on all invoices.

Bids are being solicited in accordance with Tehama County's alternative transportation cost-based competitive bidding procedures. Each bid will be placed upon the County's approved bid list for the term of the bid. For each road repair and maintenance project during the term of the bid, the County will determine the distance between each bidder's plant and the job site, and will assign a transportation cost factor (calculated at $3.90/mile) for each bidder to represent the County's cost to pick up the material and deliver it to the job site. These cost factors will then be added to the bid prices on the approved bid list (as adjusted for industry-wide price changes) to determine which bidder provides the lowest total County cost for that project. A sub-award will be made to the bidder for the project. The County shall have no obligation to make any purchase from any bidder until a sub-award is made by the Tehama County Purchasing Agent or Designee. Nothing in the Proposal shall be construed to require the County to purchase any crushed aggregate base from any bidder that is not included within this proposal under any circumstances.

Bidder agrees to provide billings that include all costs for each load of crushed aggregate base picked up at the plant.

The County reserves the right to remove any bidder from the approved bid list for failure of the bidder to perform in accordance with this proposal.

TEHAMA COUNTY FLOOD CONTROL

BID RECAP FOR 3/4" Class 2 Crushed Aggregate Base

Bid Opening: 08/19/2025 @ 3:00 pm

VENDOR	Unit Price Per Ton	Tax/Unit Ton	Total Unit Price	Extended Total 23,000 Tons	Plant Location	Comments
J.F Shea Construction	$12.00	$0.87	$12.87	$296,010.00	17400 Clear Creek Rd, Redding 96001	
Thomes Creek Rock	$14.00	$1.02	$15.02	$345,345.00	6090 HWY 99 W Corning 96021	Total differs from bid sheet due to rounding

TO: COUNTY OF TEHAMA FLOOD CONTROL DISTRICT

CLASS II CRUSHED AGGREGATE BASE

Bids Open August 19, 2025 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 23,000 TONS
1.	23,000	¾" Class II Crushed AB	$ 14.00	$ 1.02	$ 15.02	$ 345,460.00

Plant Location: Thomes Creek Rock, 60169 Hwy 99w Corning CA 96021

The undersigned vendor agrees to all items as outlined in "County of Tehama, Flood Control District – Specifications for Class II Crushed Aggregate Base

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: Vincent Pinto DATE: 8/7/25

VENDOR: Thomes Creek Rock Co Inc

MAILING ADDRESS: 60169 Hwy 99w Corning, CA 96021

PLANT ADDRESS: 60169 Hwy 99w, Corning, CA 96021

PHONE: 530-824-0191

FAX: [redacted] n/a (tcrock11e@yahoo.com)

TO: COUNTY OF TEHAMA FLOOD CONTROL DISTRICT

CLASS II CRUSHED AGGREGATE BASE

Bids Open August 19, 2025 at 3:00 PM

ITEM	APPROXIMATE QUANTITY TONS	BID ITEM	UNIT PRICE PER TON	TAX ON UNIT	TOTAL PRICE	TOTAL EXTENDED PRICE FOR 23,000 TONS
1.	23,000	¾" Class II Crushed AB	$ 12.00	$ 0.87	$ 12.87	$ 296,010.00

Plant Location: 17400 Clear Creek Road, Redding CA 96001

The undersigned vendor agrees to all items as outlined in "County of Tehama, Flood Control District – Specifications for Class II Crushed Aggregate Base

BIDS MUST BE SUBMITTED ON THIS FORM

SIGNED: _____ DATE: AUGUST 19, 2025

VENDOR: J.F. Shea Construction

MAILING ADDRESS: 17400 Clear Creek Road PLANT ADDRESS: 17400 Clear Creek Road, Redding CA 96001

PHONE: 530-246-4292 FAX: 530-246-9940

Tehama County

Agenda Request Form

File #: 25-1489 **Agenda Date:** 9/9/2025 **Agenda #:** 16.

SHERIFF'S OFFICE - Sheriff Dave Kain

Requested Action(s)
a) Request to declare the used Mortech Roll-In Two Body Refrigerator Unit, serial number 07409, County Tag #: 30942, as surplus County property

b) Request to adopt the finding that the Mortech Roll-In Two Body Refrigerator Unit has been used to store human remains and should be donated to the Trinity County Sheriff's Office, to continue to be used to store human remains, thereby serving a public purpose pursuant to Government Code section 25372

Financial Impact:
The refrigerator unit being considered for donation is of no value and has been offered for use by Trinity County Sheriff's Office. Tehama County Sheriff's Office would likely incur costs for hazardous waste disposal fees if not donated.

Background Information:
This refrigerator unit was used to house human remains from 2015-2025 and has been replaced by a newer, larger and more efficient cooling storage system. The donation of the unit to the Trinity County Sheriff's Office allows the unit to complete its life cycle and provide for the safe storage of human remains. Trinity County Sheriff's Office is in need of an oversized human body storage unit, and the North State communities would continue to benefit from the use of the storage unit with this donation. The Tehama County Sheriff's Office and Trinity County Sheriff's Office are both part of the North State Law Enforcement Mutual Aid region and both agencies could be called upon to assist each other during a mass casualty event, requiring additional human body storage. If the unit is not donated, the County would be required to pay special disposal fees to dispose of the human body refrigerator unit.

TEHAMA COUNTY
EQUIPMENT INVENTORY REPORT
TO AUDITOR

FUND/DEPT Number _____ **Dept.** SHERIFF-CORONER

GENERAL INFORMATION

COUNTY TAG #	DESCRIPTION	SERIAL NO.	ACQ. VALUE
30942	ROLL-IN 2 BODY REFRIGERATOR UNIT	07409	$7,370.08

PURCHASE

DATE PURCHASED	VENDOR	DEPT LOCATION
01/02/2015	Mortech Manufacturing Co: #110729	Morgue

DONATIONS

DATE OF DONATION	TO
	Trintiy County Sheriff's Office

~~PURCHASING APPROVAL~~
FOR VEHICLES
CtyStock No.

TRANSFER

TRANSFER (IN) DATE	TRANSFER (OUT) DATE	DEPARTMENT

DELETION (MUST BE BOARD APPROVED)

	Type	Date
	Wrecked or Junked	
	Sent to Auction	
	Traded in	
	Stolen (DATE REPORTED)	
	Move to Misc. List per value	

BOARD APPROVAL

Prepared By _____ Date 8/19/25

Authorized Dept. Representative

Form A-100
4/02 Rev 1

Tehama County

Agenda Request Form

File #: 25-1407 **Agenda Date:** 9/9/2025 **Agenda #:** 17.

SHERIFF'S OFFICE / DISTRICT ATTORNEY / PROBATION DEPARTMENT - Sheriff Dave Kain

Requested Action(s)
a) Request the Board accept the Annual Military Equipment Report for the County Law Enforcement Agencies

b) ORDINANCE NO. 2149 - Request the Board adopt the uncodified ordinance to modify the existing military equipment use policy for all Tehama County law enforcement agencies
1) Waive the first reading
2) Accept the introduction

Financial Impact:
There is no current financial impact on the General Fund. The Annual Military Equipment Report provides information on past acquisitions, and the Military Equipment Item Description List informs the public of military equipment that is sought in the upcoming year. These proposed costs are in the projected budgets for the FY 2025-26, under the Sheriff's Office, District Attorney, and Probation Department's maintenance of equipment budget.

Background Information:
Assembly Bill 481 (AB 481), the Law Enforcement and State Agencies Military Equipment Funding, Acquisition, and Use Act, was signed into law and became effective on January 1, 2022. AB 481 requires law enforcement agencies to obtain approval from their governing bodies before purchasing, raising funds for, or acquiring military equipment, by any means, including surplus military equipment from the federal government. AB 481 requires a law enforcement agency seeking to continue the use of any military equipment acquired prior to January 1, 2022, to commence a governing body approval process. On July 16, 2024, the Board of Supervisors adopted Ordinance No. 2137, approving the military equipment use policy for the County of Tehama Entities to include the Sheriff's Office, the District Attorney's Bureau of Investigations, and the Probation Department.

These county entities have reviewed AB 481, its definition of military equipment, and the requirements of the legislation. Based on this review, these entities have determined that they retain and utilize equipment defined as military equipment. The Tehama County Sheriff's Office conducted a public informational meeting on April 24, 2025, which was advertised 30 days prior on the Sheriff's Office website and the Sheriff's Office social media outlets. This meeting was conducted to allow public input regarding the AB 481 policy and to discuss the inventory of items these entities currently possess which fall under the AB 481 guidelines.

The Sheriff's Office and District Attorney's Office also participate in and have acquired equipment under the 1033 Federal Surplus Property Program. It should be noted that at least 90% of the supplies and equipment procured through this program, does not meet the criteria for "military equipment" as designated by AB 481.

AB 481 designated the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicle.

2. Mine-resistant ambush-protected vehicles or armored personnel carriers.

3. High mobility multi-purpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus.

4. Tracked armored vehicles that provide ballistic protection to their occupants.

5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.

6. Weaponized aircraft, vessels, or vehicles of any kind.

7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.

8. Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.

9. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.

10. Any firearm or firearm accessory that is designed to launch explosive projectiles.

11. Noise-flash diversionary devices and explosive breaching tools.

12. Munitions containing tear gas or O.C., excluding standard, service-issued hand- held pepper spray.

13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices.

14. Kinetic energy weapons and munitions.

15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

The Tehama County Sheriff’s Office maintains and utilizes equipment in categories 1, 2, 3, 5, 8, 9, 11, 12, and 14.

The Tehama County District Attorney’s Office Investigators maintain and utilize equipment in categories 9 and 14.

The Tehama County Probation Department maintains and utilizes equipment in category 9.

The Tehama County Sheriff’s Office worked in conjunction with the Tehama County District Attorney’s Office and the Tehama County Probation Department to complete a multi-agency list of AB481 equipment held by the County Law Enforcement Agencies.

Public Meeting and Input Regarding AB 481 and Gov Code 7070, Military Equipment Use and Acquisition

The Tehama County Sheriff's Office, Probation and DA Investigation Office will hold a public meeting to provide input regarding AB 481 and Gov Code 7070 on April 24th, 2025 at 1730 hours (5:30 PM) at 2010 Park Ave, Red Bluff Ca 96080 (Tehama County Search and Rescue facility).

1. Meeting topics will include:
    - Definition of military equipment;
    - Tehama County Sheriff's Office military equipment inventory;
    - Tehama County Sheriff's Office proposed equipment funding, acquisition, and use policy;
    - Tehama County Probation and DA Investigator inventory
    - Annual report requirement;
    - Community engagement and public access to documentation.
2. Tehama County Resident participation is encouraged.

Public Input Regarding AB 481

Public Meeting and Input Regarding AB 481 and Gov Code 7070, Military Equipment Use and Acquisition

The Tehama County Sheriff's Office, Probation and DA Investigation Office will hold a public meeting to provide input regarding AB 481 and Gov Code 7070 on April 24th, 2025 at 1730 hours (5:30 PM) at 2010 Park Ave, Red Bluff Ca 96080 (Tehama County Search and Rescue facility).

Topics to be covered:

- Military equipment inventory
- Funding sources such as available grants and military surplus program (10-33 program, LEMA fund)
- Policy and procedure
- And more

Public input is welcome at the meeting or can be directed to Lt. Houghtby at ahoughtby@tehamaso.org.

Between the 2024 reporting period and the 2025 reporting period, zero complaints from the public have been reported to the Sheriff's Office regarding any AB 481 equipment.

The Tehama County Sheriff's Office, Tehama County Probation Department and the Tehama County District Attorney's Office, Investigators have combined all inventory required by AB 481 into a single, easy to view, document that can be downloaded below.

Assembly Bill 481 (AB 481, 2021)

Government Code 7070-7075

Prepared by:

Tehama County Sheriff's Office

Tehama County District Attorney's Investigator Office

Tehama County Probation Department

Annual Report and Equipment List 060124-060125

SUMMARY

Assembly Bill 481 (AB 481, Sept 30th, 2021), the Law Enforcement and State Agencies Military Equipment Funding, Acquisition, and Use Act, was signed into law and became effective on January 1, 2022. AB 481 has been codified as Government Code 7070 – 7075, requires law enforcement agencies to obtain approval from their governing bodies before purchasing, raising funds for, or acquiring military equipment, by any means, including surplus military equipment from the federal government.

Law enforcement agencies are also required to seek governing body approval before collaborating with another law enforcement agency in the deployment or use of military equipment within the governing body's territorial jurisdiction or before using any new military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

The Act defines the governing body as "the elected body that oversees a law enforcement agency or, if there is no elected body that directly oversees the law enforcement agency, the appointed body that oversees a law enforcement agency. In the case of a law enforcement agency of a county, including a sheriff's department, probation department or a district attorney's office, "governing body" means the board of supervisors of the county."

AB 481 requires a law enforcement agency seeking to continue the use of any military equipment acquired prior to January 1, 2022, to commence a governing body approval process no later than May 1, 2022, and the adoption of a use policy within 180 days following submission of the use policy or cease the use of the military equipment until it receives approval of the governing body.

In consideration of the proposed Military Equipment Use Policy, the governing body must place the proposed policy as an agenda item for an open session of a regular meeting and provide for public comment in accordance with the Bagley-Keene Open Meeting Act.

Before seeking the governing body's approval, a law enforcement agency shall make its proposed equipment use policy and any supporting documents available on its internet website at least 30 days prior to any public hearing concerning the military equipment at issue.

The governing body, as part of its approval process, must determine the following:

1. Military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
2. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
3. If purchasing the equipment, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

ANALYSIS

The Tehama County Sheriff's Office, Tehama County Probation Department (Probation) and the Tehama County District Attorney's Office Investigations (DA) retains and employs various equipment that falls within AB 481's definition of "military equipment." The equipment is maintained and in place, so the Tehama County Sheriff's Office, Probation and DA's Office can safely achieve its mission to safeguard and protect the communities within Tehama County and those who pass through our area of responsibility.

The mere possession of this equipment does not warrant its use for every incident, nor has the Sheriff's Office, Probation or DA's Office been accused recently or in the past decade of indiscriminate use of this type of equipment.

The Sheriff's Office, Probation and DA's Office recognizes that critical incidents are unpredictable, often fluid, and dynamic in nature. The three offices pride themselves on training, use of best practices, and forward-thinking in technology and the tools they acquire and utilize in their mission for the safety of personnel and the safety of community members, and visitors alike.

The use of all equipment, not just "military equipment," is predicated on the mission of the Sheriff's Office, Probation and DA's Office, policy, training, law, the safety of our deputies, officers and investigators, and the safety of our communities. Deputies, Officers, Investigators, and incident commanders alike are influenced by the totality of the circumstances, public safety, civil rights, and all available information at the time of a critical incident or disaster and the desire to bring that incident to a safe resolution.

Assembly Bill 481 (AB 481)

AB 481 is intended to increase transparency, accountability, and oversight surrounding the acquisition and use of military equipment by state and local law enforcement. AB 481's definition of "military equipment" was much more than armored vehicles, large- caliber firearms, explosive projectile launchers, explosive breaching tools, and "flashbang" devices (light and sound diversionary devices).

AB 481 speaks to the acquisition of military equipment by any means, including the 1033 Federal Surplus Property Program (1033 Program) and the purchase of military equipment using grants or County funding.

AB 481 requires the Sheriff's Office, Probation and DA's Office to seek approval from the Board of Supervisors through an Ordinance and the adoption of a Military Equipment Use Policy, which must address a number of specific topics, including the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment, the fiscal impact of their acquisition and use, the legal and procedural rules that govern their use, the training required by any deputy, officer or investigator allowed to use them, the policies in place to ensure policy compliance, and the procedures by which the public may register complaints.

The Board of Supervisors must consider the proposed Military Equipment Use Policy in open session and may only approve a Military Equipment Use Policy if it makes various findings regarding the necessity of military equipment and the lack of reasonable alternatives.

If the Military Equipment Use Policy is approved, the Tehama County Sheriff's Office, Probation and DA's Office must submit an annual report to the Board of Supervisors. The report must contain specific information, including the equipment's use, any complaints received, any internal audits or other information about violations of the Military Equipment Use Policy, and the cost of such use.

The Tehama County Sheriff's Office, Probation and DA's Office staff have reviewed AB 481, its definition of military equipment, and the requirements of the legislation. Based on this review, the Sheriff's Office, Probation and DA's Office has determined that it retains and utilizes equipment defined as military equipment.

The Tehama County Sheriff's Office and DA's Office do participate in and has acquired equipment under the 1033 Federal Surplus Property Program. The vast array of items acquired from the 1033 program do not fall within the scope of AB 481 as "military equipment", as these items are office supplies, medical supplies, tools, and toiletry items.

AB 481 designated the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicle.
2. Mine-resistant ambush-protected vehicles or armored personnel carriers.
3. High mobility multi-purpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus.
4. Tracked armored vehicles that provide ballistic protection to their occupants.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.
8. Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
9. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.
10. Any firearm or firearm accessory that is designed to launch explosive projectiles.
11. Noise-flash diversionary devices and explosive breaching tools.
12. Munitions containing tear gas or O.C., excluding standard, service-issued hand-held pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices.
14. Kinetic energy weapons and munitions.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.

The Tehama County Sheriff's Office maintains and utilizes equipment in categories 1, 2, 3, 5, 8, 9, 11, 12, and 14.

The Tehama County District Attorney's Office Investigators maintains and utilizes equipment in categories 9 and 14.

The Tehama County Probation Office maintains and utilizes equipment in category 9.

Each of the Sheriff's Office, Probation and DA's Office policy requires deputies, officers and investigators to be trained in using this equipment and be certified before its use. In addition to the initial training, annual reoccurring training, and/or qualifications are required in most categories.

Below are individual tables outlining the equipment each agency maintains.

Tehama County Sheriff's Office Categories and Descriptions	Ops	Jail	Total
Category 1 - Unmanned, remote Piloted, Powered Aerial or Ground Vehicles			
DJI Mini Mavic 2 drone	*1*	*0*	***1***
SwellPro SplashDrone 4 with waterproof cameraGC3-S (boating drone)	*1*	*0*	***1***
DJI Avata drone	*1*	*0*	***1***
DJI Avata 2 drone	*1*	*0*	***1***
DJI Mavic 3T Enterprise series drone (Major Crimes)	*3*	*0*	***3***
DJI Mavic 30T Enterprise RTK (Major Crimes)	*1*	*0*	***1***
Category 2 - Mine-resistant ambush-protected vehicles or armored personnel carriers			
Caiman MRAP 6-wheel armored vehicle and high-water vehicle	*1*	0	***1***
Category 3 – wheeled vehicles that have a breaching or entry apparatus.			
Lenco BearCat G3 armored vehicle with ram attachment	*1*	0	***1***
Category 5 - Command and Control Vehicles that are either built or modified to facilitate operational control and direction of public safety units			
Command Post - Vehicle	*1*	*0*	***1***
Category 8 - Firearms and Ammunition of .50 caliber or greater, excluding standard issue shotguns and standard issue shotgun ammunition			
Defense Technology LMT 40mm Single Shot Launcher	1	2	***3***
Combined Systems Inc (Penn Arms) 40mm Single Shot Launcher, Model L140C	6	0	***6***
Category 9 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.			
Colt CR6933 EPR 5.56mm rifle	*10*	*0*	***10***
Colt R0933 EPR 5.56mm rifle	*10*	*0*	***10***
Colt LE6933 EPR 5.56mm rifle	*10*	*0*	***10***
Misc AR-15 Style Rifles (Various Makes/Models) 5.56mm/.223 cal (evidence seizures, phased out)	*23*	*0*	***23***
Category 11 - Noise-Flash Diversionary Devices and Explosive Breaching Tools			
Def-Tec Low Roll Distraction Device Model 8902NR	*4*	*0*	***4***
CTS Flash Bang Model 7290-9	*10*	*0*	***10***
CTS Mini-Bang Model 7290M	*18*	*0*	***18***
CTS Combined Systems 12 Ga. Muzzle Bang	*23*	*0*	***23***
Category 12 - Munitions Containing Tear Gas or OC Excluding Standard Service Issued Hand-Held Pepper Spray			
Def-Tec 40mm Direct Impact Munition (OC)	0	13	**13**
CTS 40mm Direct Impact Munition, Foam Baton round	19	17	**36**
CTS 40mm OC Impact Munition	14	0	**14**
Def-Tec 40mm Direct Impact Munition (CS)	0	17	**17**
Def-Tec MK-9 Pepper Spray (OC) Canisters, With Wands	0	3	**3**
CTS Aerosol Grenade (OC, vapor)	2	*10*	***12***
CTS Combined Systems OC/CS Aerosol Grenade model 6340	1	*0*	***1***
CTS Combined Systems Baffled CS Smoke Grenade model 5230B	5	*0*	***5***
CTS Combined Systems CS Smoke Grenade model 5230	5	*5*	***0***
Defense Technology Pocket Tactical (CS) Pyro/Grenade	1	*0*	**1**
Defense Technology Aerosol OC/CS Liquid/Grenade	3	*0*	**3**
Defense Technology Flameless Tri-Chamber (HC) Pyro/Grenade	5	*0*	**5**
Defense Technology Barricade Penetrating Projectile (CS) Liquid/Ferret	5	*0*	**5**
Defense Technology Barricade Penetrating Projectile (OC) Liquid/Ferret	16	*0*	**16**
Defense Technology Barricade Penetrating Projectile (OC) Powder/Ferret	6	*0*	**6**
Defense Technology Barricade Penetrating Projectile (CS) Powder/Ferret	9	*0*	**9**
CST-Combined Systems Barricade Projectile (CS) Powder/Ferret	40	*0*	**40**
Pepper Ball Rounds (live, live X OC impact rounds)	0	925	**925**
VXR Shaped Projectile (inert, impact, training)	0	990	**990**
VXR Shaped Projectile (Live X OC impact rounds)	0	350	**350**

Tehama County Sheriff's Office Categories and Descriptions	Ops	Jail	Total
Category 14 - Kinetic Energy Weapons and Munitions			
Pepper Ball Rounds (training, impact, inert)	0	2725	**272**
Def-Tec/LMT 40mm Launcher, Single Shot	1	2	**3**
VKS Pepper Ball Launcher	0	2	**2**
CTS Super Sock Bean Bag Rounds Model 2581	100	0	**100**
Serbu Super-Shorty Less Lethal 12 Gauge Shotgun	2	0	**2**
Remington Model 870 12 Gauge Shotgun	34	0	**34**
Defense Technology Exact Impact 40mm Ferret Round	6	0	**6**

Tehama County DA's Office Categories and Descriptions	Total
Category 9 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.	
Bushmaster XM-15-E2S 5.56mm rifle	**8**
Windham Weaponry WW-15 5.56mm rifle	**7**
Colt M16A2 5.56mm rifle (not in service)	**3**
FN M16A2 5.56mm rifle (not in service)	**2**
Category 14 - Kinetic Energy Weapons and Munitions	
CTS Super Sock Bean Bag Rounds Model 2581	**30**
Remington Model 870 12 Gauge Shotgun converted to less lethal use only, orange in color	**4**

Tehama County Probation Office Categories and Descriptions	Total
Category 9 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.	
Bushmaster XM-15-E2S 5.56mm rifle	**1**

EQUIPMENT

CATEGORY 1 – UNMANNED, REMOTE PILOTED, POWERED AERIAL OR GROUND VEHICLES

Type: DJI Mini Mavic 2 drone

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Mini Mavic 2 is a remote piloted drone with 30 minutes battery power, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: The DJI Mini Mavic 2 is a 12MP camera in the sky, delivers content guaranteed to impress. Along with 4K/30fps video and a 3-axis motorized gimbal, Mini 2 ensures stunning image quality that is consistently smooth no matter how adventurous your piloting gets.

Purpose: Digital still pictures and video can be recorded remotely for evidence purposes, search and rescue operations and disaster scope intelligence.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

Type: SwellPro SplashDrone 4 With GC3-S Camera

Quantity: One

Lifespan: 2-4 years

Capability: The SplashDrone 4 with GC3-S camera is a waterproof drone and camera system that can be used to locate missing boaters, equipment, objects underwater and capture flooding in real time to assist in evacuation and flood response.

Manufacturer Description: SplashDrone 4 is SwellPro's 5th generation waterproof drone. It is designed to carry waterproof 4K gimbal cameras for professional-grade photo and video in various wet environments, whether it's above-water or in-water, rain or blizzard. SplashDrone 4 empowers water enthusiasts and nature lovers to capture their dream shots that were considered impossible with total peace of mind.

Purpose: Digital still pictures and video can be recorded remotely for evidence purposes,

search and rescue operations and disaster scope intelligence.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

Type: DJI Avata

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Avata is a remote piloted drone with about 20 minutes of hover time, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: Compact and lightweight, DJI Avata is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes in contact with an object, it can bounce back, stay in the air, and can keep on flying.

Purpose: Drone will be used primarily for clearing structures and locations for SWAT, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

Type: DJI Avata 2

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Avata 2 is a first-person view (FPV) drone with about 20 minutes of hover time, designed to be flown with DJI Goggles.

Manufacturer Description: Compact and lightweight, DJI Avata is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes in contact with an object, it can bounce back, stay in the air, and can keep on flying.

Purpose: Drone will be used primarily for clearing structures, rooftops and locations for patrol, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

TYPE: DJI Mavic 3T Enterprise series

Quantity: Three

Lifespan: 2-4 years

Capability: The DJI Mavic 3T Enterprise Series is a remote piloted drone with about 45 minutes of max flight time, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: Streamlined and compact, Mavic 3 Enterprise Series can be carried in one hand and deployed at a moment's notice. Perfect for beginner and veteran pilots alike, it's built to preform on lengthy missions.

Purpose: Drone will be used primarily for clearing structures and locations for SWAT, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators. Dones can be used to locate lost and injured individuals during Search and Rescue operations, going into rough and dangerous areas, keeping searchers out of harm's way.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only

utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

TYPE: DJI Matrice 30T Enterprise RTK

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Mavic 30T Enterprise series is a remote piloted drone with about 41 minutes of max flight time, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: The Matrice 30 is a powerful, yet portable drone made for Public
Safety, inspection, and more. Featuring over 41 minutes of flight time with an integrated camera, the M30 is small and mobile while still providing the image resolution needed for enterprise tasks.

Purpose: Drone will be used primarily for clearing structures and locations for SWAT, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators. Dones can be used to locate lost and injured individuals during Search and Rescue operations, going into rough and dangerous areas, keeping searchers out of harm's way.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

CATEGORY 2 – MINE-RESISTANT AMBUSH-PROTECTED VEHICLES OR ARMORED PERSONNEL CARRIERS

Type: Lenco BearCat G3

Quantity: One

Lifespan: 80,000-100,000 miles

Capability: The 2017 Lenco BearCat G3 is an armored rescue vehicle, equipped with 4-wheel drive, detachable front mounted breaching ram and a gas/OC injector pump. The BearCat is armored to protect deputies and responding peace officers to high-risk incidents, high risk search warrants and officer down rescues.

Manufacturer Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored SWAT vehicles would experience challenges. Available with mission-specific design features for Police and Government, Medical and Fire Response.

All Steel Armor Construction, High Ballistic Protection, V8 Turbo Diesel Engine, 4×4

Purpose: The BearCat is the primary response vehicle for the County wide SWAT team. The BearCat is used for high-risk response calls and high-risk search warrant service. The BearCat armored rescue vehicle is designed to provide safety to peace officers and the community by providing a movable barricade during active shooter rescue and recovery operations.

Legal: Lexipol Policy 706 – Vehicle Use. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Class "C" driver license and department operations overview

Type: BAE Systems Caiman CMTV MRAP

Quantity: One

Lifespan: 80,000-100,000 miles

Capability: The Caiman CMTV wheeled armored rescue vehicle provides greater safety to citizens and deputies beyond the protection of ballistic shields and personal body armor. It can also traverse flooded terrain for high water rescues or difficult to access areas due to high ground clearance.

Manufacturer Description: The BAE Systems Caiman CMTV wheeled armored vehicle provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Caiman CMTV integrates new technology to ensure the large and armored protected interior is optimal for a variety of missions including 10-person

transport, a four-litter ambulatory system with attendant, and command and control on the move options.

Purpose: To respond to critical incidents to enhance deputy and community safety, improve scene containment and stabilization, to assist in resolving critical incidents, to rescue persons at risk or injured during critical incidents (active shooter). The Caiman CMTV also responds to natural disasters, including floods or other emergencies where high ground clearance is required.

Legal: Lexipol Policy 706 – Vehicle Use. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Class "B" or "A" driver license and department operations overview.

CATEGORY – 5 COMMAND AND CONTROL VEHICLES THAT ARE EITHER BUILT OR MODIFIED TO FACILITATE OPERATIONAL CONTROL AND DIRECTION OF PUBLIC SAFETY UNITS

Type: Command Vehicle – 2004 35-foot Motorhome

Quantity: One

Lifespan: 80,000-100,000 miles

Capability: A vehicle used as a mobile office that provides shelter, access to department radio systems, and restroom facilities during extended large pre-planned events, natural disasters, searching for missing persons, and community events.

Manufacturer Description: This is a standard 35-foot 2004 motorhome developed as a command vehicle. There is no specific manufacturer description.

Purpose: The command vehicle is used as an onsite incident command post during events and incidents. The command vehicle is utilized as a remote command center in the event of the loss of our primary dispatch center.

Legal: Lexipol Policy 706 – Vehicle Use. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: No additional training. Class "C" license.

CATEGORY 8 – FIREARMS AND AMMUNITION OF .50 CALIBER OR GREATER, EXCLUDING STANDARD-ISSUE SHOTGUNS AND STANDARD-ISSUE SHOTGUN AMMUNITION

Type: Defense Technology 40mm LMTS Single Shot Launchers

Quantity: 3

Lifespan: 25 years

Capability: A single shot 40mm launcher system capable of delivering multiple types of less lethal impact and chemical munitions at a distance.

Manufacturer Description: Manufactured exclusively for Defense Technology, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: Provides a reliable, single shot less lethal delivery platform that can fire multiple types of rounds as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved. It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal munitions are authorized, but not limited to include self-destructive, dangerous, and/or combative individuals, barricaded suspects and riot control.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Specific deputies are trained as 40mm launcher operators and receive training to safely deploy and operate the single round launcher through in-house instruction. Deputies deploying a 40mm less lethal launcher have completed all necessary training and demonstrated proficiency in its use. Instructors teach a standardized curriculum to address impact and chemical munitions use.

Type: Combined Systems Inc, Model L140C 40mm Single Shot Launchers

Quantity: 6

Lifespan: 25 years

Capability: A single shot 40mm launcher system capable of delivering multiple types of less lethal impact and chemical munitions at a distance.

Manufacturer Description: PENN ARMS (Combined Systems Inc) has set the standard for less-lethal launchers worldwide for over 20 years. Our patented designs are small, lightweight, and operationally versatile. Constructed out of the highest grade of materials to a high standard of quality, PENN ARMS is Dedicated To Your Mission.

Purpose: Provides a reliable, single shot less lethal delivery platform that can fire multiple types of rounds as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved.

It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal munitions are authorized, but not limited to include, self-destructive, dangerous, and/or combative individuals, barricaded suspects, and riot control.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Specific Deputies are trained as 40mm launcher operators and receive training to safely deploy and operate the single round launcher through in-house instruction. Deputies deploying a 40mm less lethal launcher have completed all necessary training and demonstrated proficiency in its use. Instructors teach a standardized curriculum to address impact and chemical munitions use.

CATEGORY 9 – SPECIALIZED FIREARMS AND AMMUNITION OF LESS THAN .50 CALIBER, INCLUDING FIREARMS AND ACCESSORIES IDENTIFIED AS ASSAULT WEAPONS IN PENAL CODE 30510 AND PENAL CODE 30515, WITH THE EXCEPTION OF STANDARD-ISSUED FIREARMS.

Type: Colt CR6933 EPR 5.56mm, Colt R0933 EPR 5.56mm, Bushmaster XM15-E2S, Windham Weaponry 5.56mm, and Colt LE6933 5.56mm Patrol Rifles

Quantity: Sheriff's Office 30, DA's Office 20, Probation 1

Lifespan: 25 years

Capability: Rifles are to be used as precision weapons to address a threat with more precision and/or greater distance than a handgun is capable of; to defeat body armor; to meet or exceed a suspect's firepower in deadly encounters. Personnel can choose patrol rifles when personnel reasonably anticipate an armed encounter, during hostage situations and if a suspect is barricaded.

Manufacturer Description: Built for the demanding use of those who protect our communities every day, the Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle. Featuring an extended handguard that accepts modular rail segments for mounting a wide variety of pro-grade optics, lighting, and ergonomics-enhancing accessories, as well as the highly durable Magpul® MBUS® Pro Series front and rear back up sights and B5 Bravo buttstock. The Colt EPR reestablishes the Colt AR-15® as the finest tool for local, regional, and national law enforcement agencies.

Purpose: To provide deputies with better range, accuracy and capacity when dealing with deadly threats, suspects in body armor, hostage situations and barricaded suspect incidents.

Legal: Lexipol Policy 312 – Firearms, Lexipol Policy 432 - Patrol Rifles. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend a short-barreled riffle operator course conducted by POST-certified instructors (16 hours minimum, POST Commission Regulation 1081). Deputies must regularly qualify with the rifle to carry the rifle during regular patrol operations.

Type: OSS Helix Suppressor, Model HX-QD TI, 5.56mm

Quantity: Sheriff's Office 10, DA's Office 12

Lifespan: 25 years

Capability: OSS Helix Suppressors provide deputies with less hearing impact when rifles are in use at the range and during real world operations. Suppressors reduce, but do not eliminate rifle noise.

Manufacturer Description: The OSS HX-QD 556mm is the optimal choice for the widest range of 5.56 caliber rifles. Focusing strongly on a maximum sound performance, the HX-QD 556 is ideal for shooters who are more concerned with maximum suppression over size and weight.

Purpose: To provide hearing safety for short-barreled rifle operators, to reduce the chance of a suspect locating responding officers during a deadly force encounter.

Legal: Lexipol Policy 312 – Firearms. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend a short-barreled rifle operator course conducted by POST-certified instructors.

CATEGORY 11 – NOISE-FLASH DIVERSIONARY DEVICES AND EXPLOSIVES BREACHING TOOLS

Type: Defense Technologies Low Roll 11-gram Non-Reloadable Distraction Device Model #8902NR

Quantity: 4

Lifespan: Five years

Capability: A less-lethal explosive device that emits an extremely loud bang and bright lights to disorient people as it goes off.

Manufacturer Description: The Non-Reloadable Distraction Device unit incorporates an M201A1 type fuse with hex design gun steel body. This is a compact version of the 8933. Low Roll body Distraction Device is the newest version of the first reusable non-bursting canister that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-sized Distraction Device. This is a smaller, lighter device with the same output.

Purpose: Used during critical incidents as a diversionary device to disorient. A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high- risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give Deputies a tactical advantage.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

Type: CTS Distraction Device Model #7290-9 “9 Bang” low roll

Quantity: 10

Lifespan: Five years

Capability: A low explosive device that emits heat, light and sound by means of deflagration, also known as a distraction device. Used to disorient people in tactical situations for Deputy and civilian safety.

Manufacturer Description: The CTS 7290-9 is the patented multi-bangs feature top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS Superior fuse components with the patented and US Army adopted Confidence Clip and pin shroud.

Flash Bangs are used by special tactical units during hostage rescue and high-risk warrants. It is an ATF-controlled Class-C explosive device that emits a bright light and thunderous noise to distract potentially dangerous individuals.

Purpose: Used during critical incidents as a diversionary device to disorient.
A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give Deputies a tactical advantage.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

Type: CTS Combined Systems Mini-bang Model #7290M

Quantity: 18

Lifespan: Five years

Capability: A less-lethal explosive device that emits an extremely loud bang and bright lights to disorient people as it goes off.

Manufacturer Description: The CTS 7290M Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Model 7290M exhibits all the same attributes of it's larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter but still has the same 180db output and produces 6-8 million candela of light. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if on the top or bottom of the device should it be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.

Purpose: Used during critical incidents as a diversionary device to disorient. A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high- risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give Deputies a tactical advantage.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

Type: CTS Combined Systems Model #2595 12 Ga. Muzzle Bangs

Quantity: 23

Lifespan: Five years

Capability: A light and sound warning or diversionary device that produces an intense bright flash and a loud bang.

Manufacturer Description: The CTS model #2595 12-gauge muzzle bang rounds are aerial warning munitions that produce an intense bright flash and loud bang, to assist in cowed control and riot disbursement. Rounds must be fired significantly above a crowd during a riot.

Purpose: Used to determine intent or used to hail or warn approaching individuals, vehicles or marine vessels

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

CATEGORY 12 – MUNITIONS CONTAINING TEAR GAS OR O.C., EXCLUDING STANDARD, SERVICE-ISSUED HAND-HELD PEPPER SPRAY

Type: VXR Shaped Oleoresin Capsicum (OC) Projectiles

Quantity: 350

Lifespan: Shelf life of three years

Capability: To compel individuals to cease their actions when such munitions present a reasonable option. Effective range up to 150 feet.

Manufacturer Description: The VXR LIVE-X projectile offers greater distance and accuracy when compared to a standard round ball projectile. Best suited for direct impact, area saturation and crowd control situations.

This projectile is intended as an irritant for individual suspects, point-specific targets or small-area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment and clean-up. (The name "PAVA" stands for Pelargonic Acid Vanillyl Amide, also called Nonivamide, and is the organic compound characteristically in natural chili pepper).

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All department personnel utilizing VXR launchers and projectiles are trained in their use by POST/STC (Standards and Training in Corrections)-certified less-lethal and/or chemical agent instructors.

Type: CTS 40mm Direct Impact OC Munition Model #4556 (OC)

Quantity: 25

Lifespan: Five years from the date of manufacture

Capability: The 40mm Impact OC Round provides accurate and effective performance when fired from an approved distance of not less than five feet and as far as 150 feet from the target.

Manufacturers Description: Spin-stabilized projectiles that deliver multi-effects of blunt trauma and dispersal of marking powder on and around the target. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an

improved sighting system, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All department personnel utilizing 40mm launchers and projectiles are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS 40mm Direct Impact Foam Baton Munition Model #4557

Quantity: 40

Lifespan: Five years from the date of manufacture

Capability: The 40mm Direct Impact Sponge Baton Round provides accurate and effective performance when fired from an approved distance of not less than five feet and as far as 150 feet from the target.

Manufacturers Description: Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this

equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing 40mm launchers and projectiles are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: FTC PAVA Capsaicin Rounds

Quantity: 925

Lifespan: Three years from the date of manufacture

Capability: Pepper ball launchers allow officers to address an armed and/or violent individual(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with a less lethal platform. Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Its high round capability and accuracy allow for its use in a wide variety of operational environments.

Manufacturers Description: PepperBall`s most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™ rounds.

Features:

- 100% waterproof
- Shell color indicated payload
- Formula: 5% PAVA powder
- Operational temps of -30°F to 150°F
- Used for direct impact and area saturation
- Proudly made in the USA

Purpose: A non-lethal munitions system that employs paintball launchers to fire “pepper balls” that contain powdered OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals as well as crowds. Pepper ball munitions also include glass-breaking rounds and marking rounds. Used to limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law

and applicable department policy.

Training: Before deploying the pepper ball launcher and munitions, deputies must complete a POST-certified course in the operation of the pepper ball launcher. Additionally, all members who operate any less-lethal Devices must pass a qualification course of instruction.

Type: Def-Tec MK-9 OC Spray Canisters

Quantity: 18

Lifespan: Five years from the date of manufacture

Capability: Intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft.

Manufacturers Description: The MK-9 features an easy-to-use trigger handle, is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 feet. This 1.3% MC (Major Capsaicinoids)

OC aerosol product utilizes a stream delivery method providing a target- specific, strong concentrated stream for greater standoff.

Non-flammable / Electronic Discharge Weapon (EDW) safe.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All members utilizing chemical agents will attend an instruction course that includes instruction and certification on chemical agents. Deputies receive periodic chemical agent update training.

Type: Defense Technology Pocket Tactical (CS) Pyro/Grenade

Quantity: 1

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Pocket Tactical (CS) Pyro/Grenade are canisters that contain chemical agents that are released when deployed.

Manufacturers Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS Combined Systems Aerosol OC-V Grenade Model 6340

Quantity: 12

Lifespan: Five years from the date of manufacture

Capability: This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law

and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Aerosol OC/CS Liquid/Grenade

Quantity: 3

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Aerosol OC/CS Liquid/Grenade are canisters that contain chemical agents that are released when deployed.

Manufacturers Description: Designed for indoor use, this grenade contains no CFCs, is not a fire hazard and requires minimal decontamination by comparison to smoke, powders, or liquids. The Aerosol Grenade is most commonly used in tactical situations by Law Enforcement and Corrections and was designed with indoor operations in mind when a non-fire-producing delivery system is desired. It is most effective when used in confined areas and close to the target area. Used to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. The Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder, or liquid devices is not practical or desired. The OC and CS combination provide sufficient effects in confined areas of up to 1,500 square feet. The Aerosol Grenade is not recommended for outdoor use.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Flameless Tri-Chamber (HC) Pyro/Grenade

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Flameless Tri-Chamber (HC) Pyro/Grenade are

canisters that contain chemical agents that are released when deployed.

Manufacturers Description: The design of the Tri-Chamber Flameless Saf-Smoke™ Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced
risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during the 20-25 seconds burn time.

The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (CS) Liquid/Ferret

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (CS) Liquid/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less- lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (OC) Liquid/Ferret

Quantity: 16

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (OC) Liquid/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent

may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (OC) Powder/Ferret

Quantity: 6

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (OC) Powder/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40 mm Barricade Penetrating Round is filled with an OC powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (CS) Powder/Ferret

Quantity: 9

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (CS) Powder/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood.

Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS-Combined Systems Barricade Penetrating Projectile (CS) Powder/Ferret

Quantity: 40

Lifespan: Five years from the date of manufacture

Capability: The CTS-Combined Systems Barricade Penetrating Projectile (CS) Powder/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: CS powder filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.

Effectiveness is dependent upon the type of weapon, angle of impact, environmental conditions, and the type of intermediate barrier. The greatest probability for penetration occurs when the projectile impacts 90° perpendicular to the intermediate barrier. General usage in tactical situations involves intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors.

CAUTION: These less lethal munitions are designed for specific tactical situations. One must be trained specifically in the deployment of barricade penetrating munitions and exercise extreme care and caution to minimize the possibility of this projectile striking a human opposite the barrier.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects. Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment
for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS-Combined Systems CS Baffled Canister Grenade, Pyro, Low Flame Potential Model 5230B

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The CTS-Combined Systems CS Baffled Canister Grenade pyrotechnic is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects. Riot/crowd control and civil unrest incidents.

- Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 –
Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment
for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS-Combined Systems CS Canister Smoke Grenade Model 5230

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The CTS-Combined Systems CS large diameter burning grenade discharges a high volume of smoke and CS chemical irritant agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects. Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Category 14 – KINETIC ENERGY WEAPONS AND MUNITIONS

Type: Remington 870 Shotgun (Bean Bag deployment)

Quantity: Sheriff's Office 34 DA's Office 4

Lifespan: 25 years

Capability: Beanbag shotguns can fire a 12-gauge beanbag round with a maximum effective range of sixty feet.

Manufacturer Description: The Remington Model 870™ is a pump-action shotgun design with ultimate strength, durability, silky-smooth bind-free action, with sleek and classical lines. As one of the most popular shotguns, the Model 870 is offered in dozens of configurations to suit hundreds of applications.

Purpose: Beanbags are less-lethal munitions used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved.

It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal beanbags is authorized but not limited to include self-destructive, dangerous, and/or combative individuals.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All department personnel utilizing less lethal shotguns are trained in their use by POST/STC certified less-lethal instructors.

Type: Serbu Super-Shorty Shotgun (Bean Bag deployment)

Quantity: 2

Lifespan: 25 years

Capability: Beanbag shotguns can fire a 12-gauge beanbag round with a maximum effective range of sixty feet.

Manufacturer Description: The Serbu Super-Shorty is based on either the Mossberg 500 or the Remington 870 12-gauge shotgun. Super Shorties come in either 2+1 or 3+1 configurations and are

registered “Any Other Weapon”. The 3+1 configuration sports a 20” overall length and 9” barrel.

Purpose: Beanbags are less-lethal munitions used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved.

It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal beanbags is authorized but not limited to include self-destructive, dangerous, and/or combative individuals.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the beanbag shotgun undergo thorough classroom and live-fire training in its use and application. Additionally, deputies trained in the use of the beanbag shotgun must pass annual qualifications to maintain proficiency and certification.

Type: Def-Tec/LMT 40mm Launcher

Quantity: 3

Lifespan: No lifespan indicated by the manufacturer. Lifespan varies on operational usage and wear.

Capability: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

Manufacturer Description: (40mm LMT) Manufactured exclusively for Defense Technology®, the 40mm LMT is a tactical single-shot launcher that features an expandable ROGERS Super Stock and an adjustable Integrated Front Grip (IFG) with light rail.

The ambidextrous Lateral Sling Mount (LSM) and QD mounting system allows both a single and two-point sling attachment. The 40mm LMT will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: 40mm launchers with less-lethal sponge rounds may be deployed to impact subjects who demonstrate assaultive or life-threatening behavior. 40mm launchers utilized with less-lethal sponge rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon.

The main objectives that officers attempt to achieve in using a 40mm sponge round on a subject exhibiting any of the criteria mentioned above are to effect investigative detention or arrest; control a subject who is in lawful custody; prevent an escape; or protect the officer, the subject, or another person from injury or death.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the 40mm single launcher undergo thorough classroom and live-fire training in its use. Additionally, deputies trained in using the 40mm single launcher must pass annual qualifications to maintain proficiency.

Type: Def-Tec 40mm eXact Impact Munition Model #6325

Quantity: 6

Lifespan: Five years from the date of manufacture

Capability: 40mm eXact impact rounds can impact a suspect at a maximum effective range of 120 feet.

Manufacturer Description: The eXact iMpact™ 40mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin-stabilized via the incorporated rifling collar and the 40mm launchers rifled barrel. The round utilizes smokeless powder as the propellant and, therefore, has velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.

Purpose: 40mm ammunition used in conjunction with 40mm launchers may be deployed to impact subjects who demonstrate assaultive or life-threatening behavior.

40mm ammunition used in conjunction with 40mm launchers may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon within the force guidelines of Department policy.

The main objectives that officers attempt to achieve in using a 40mm on a subject exhibiting any of the criteria mentioned above are to effect investigative detention or arrest; control a subject who is in lawful custody; prevent an escape; or protect the officer, the subject, or another person from injury or death.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the 40mm impact ammunition in conjunction with the 40mm single launcher undergo thorough classroom and live-fire training in its use. Additionally, deputies trained in using the 40mm single launcher must pass annual 40mm qualifications to maintain proficiency.

Type: VKS Pepper Ball Rifle

Quantity: 6

Lifespan: N/A

Capability: The VKS Pepper Ball launcher fires new Pepper Ball 3-gram projectiles at 300-360 feet per second with a target accuracy of 60 feet and area saturation with PAVA pepper to 200 feet. An automatic feed system keeps rounds launching consistently and in synchronization with trigger pull speeds and settings.

Manufacturer Description: The VKS is the ultimate multi-payload, long-range, semi-automatic launcher with adjustable kinetics. Mirroring the AR-15 platform, the VKS is exceptionally accurate, easy to handle and offers a disposable 88g cartridge option.

- Distance: Max Range 150 feet.
- Speed: Quickly deploy PAVA rounds at up to 700 rounds per minute.
- Versatility: Enhance officer safety and effectiveness in crowd control, jail barricade busting, domestic violence, suicide by cop, and many other one-to-one or one-to-many non-lethal situations.
- Maneuverability: The forward-mounted high-pressure air bottle allows for greater maneuverability and mobility in tactical situations.
- Variable Fire Power: Automatic feed system keeps rounds launching consistently while variable trigger settings allow you to conform to agency policy while giving officers the right capabilities to achieve all of their goals.

Solid Reinforced Construction

• Lighter and More Compact Design

• Round and VXR™ Projectile Compatible Magazine

• Compatible With Gravity and Electronic Hoppers (sold separately)

• No Recoil

• Flip Safety Switch

• SplitShot™ Compatible

• M-LOK Handguard

• Maximum Range of 150ft

• Ambidextrous Quick Disconnect Sling Mount

• Adjustable Foregrip

Purpose: The VKS Pepper Ball Launchers are designed as less-lethal weapons for use in a wide variety of tactical applications encountered within law enforcement. They may be used as an area treatment device to deploy chemical agents upon resistive suspects or as a direct fire weapon on assaultive/high-risk suspects. The intended target zone for the pepper ball launcher is low center mass unless the situation dictates otherwise.

The purpose is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.

- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies utilizing pepper ball launchers and projectiles are trained in the use by POST-certified less lethal and chemical agent instructors.

Type: CTS Super Sock Bean Bag Munitions Model #2581

Quantity: Sheriff's Office 100 DA's Office 30

Lifespan: Five years from the date of manufacture

Capability: Beanbag shotguns can fire a 12-gauge beanbag round with a maximum effective range of 75 feet.

Manufacturer Description: The Model 2581 Super-Sock® is in the deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock® is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class, providing point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.

Purpose: Beanbag shotguns used with beanbag rounds may be deployed to impact subjects who demonstrate assaultive or life-threatening behavior. Beanbag shotguns utilized with beanbag rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon.

The main objectives that deputies attempt to achieve in using a beanbag round on a subject exhibiting any of the criteria mentioned above are to effect investigative detention or arrest; control a subject who is in lawful custody; prevent an escape; or protect the officer, the subject, or another person from injury or death.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the beanbag shotgun undergo thorough classroom and live-fire training in its use. Additionally, deputies trained in the use of the beanbag shotgun must pass annual qualifications to maintain proficiency.

SUMMARY OF COMPLAINTS REGARDING MILITARY EQUIPMENT USAGE

There were no complaints reported to the Tehama County Sheriff's Office, Tehama County District Attorney's Office Investigations or Tehama County Probation Office regarding military equipment usage from June 1st, 2024 to June 1st, 2025. A complaint process is in place on the Tehama County Sheriff's Office website where the public can report any issues.

SUMMARY AND RESPONSE TO MILITARY EQUPMENT POLICY VIOLATIONS

There were no policy violations regarding military equipment usage from June 1st, 2024 to June 1st, 2025.

USAGE SUMMARY

The **BearCat armored rescue vehicle** has been used multiple times this reporting period, with most of the uses at public events, community outreach, department/SWAT training and school events.

The **Command Van** was deployed at the Rodeo and the Fair as a deputy command post and briefing area.

Patrol rifles and bean bag – less lethal shotguns and Super Sock rounds are deployed daily in patrol cars, during normal patrol operations for use by the deputies to protect themselves and others.

Drones were flown on nine missions this reporting period.

September 17th, 2024 (24-04) a drone was used to photograph a vehicle crash scene for an accident review board incident.

October 15th, 2024 (24-02044) a drone was used to take photos during a search warrant service.

December 2nd, 2024 (24-02346) drones were used to take crime scene photos and video of a homicide scene.

February 13th, 2025 (25-00306) a drone was used to search a flooded canal for a drowning victim.

February 18th, 2025 (25-00306) a drone filmed the search and rescue recovery of the drowning victim from the flooded canal.

March 6th, 2025 (25-00444) a drone was used to provide overwatch during a human trafficking investigation.

April 11, 2025 (25-00676) a drone was flown to photograph a homicide crime scene.

April 23rd, 2025 (25-00679) two drones were flown as overwatch for deputies making contact with trespassers and burglary suspects in a rural, overgrown canyon.

May 28th, 2025 (2505280005) two drones were used as overwatch for a search warrant service.

PUBLIC MEETING

A public meeting was advertised, posted and noticed on the Sheriff's website and was held on April 24th, 2025, at 5:30 PM at the Sheriff's Search and Rescue building in Red Bluff. Zero members of the public attended.

Planned additions to "military equipment"
The departments will replace any deployed/expired or expended gas and diversionary devices used during training events or call outs as needed.

COST SUMMARY

The Tehama County Sheriff's Office holds an estimated $596,708.24 in value of military equipment as identified in Government Code 7070. The annual estimated upkeep from the Sheriff's budget could be $16,050.00 depending on expenditure or damage of equipment, replacements of munitions and vehicle maintenance, if needed.

Below are charts outlining each agency's equipment, cost and annual maintenance expectations.

Tehama County Sheriff's Office Categories and Descriptions	Ops	Jail	Total Inventory	Item Cost	Total cost	Annual Upkeep
Category 1 - Unmanned, remote Piloted, Powered Aerial or Ground Vehicles						
DJI Mini Mavic 2 drone	*1*	*0*	***1***	$400.00	$400.00	$100.00
SwellPro SplashDrone 4 with waterproof cameraGC3-S (boating drone)	*1*	*0*	***1***	$3,352.93	$3,352.93	$100.00
DJI Avata drone	*1*	*0*	***1***	$629.00	$629.00	$100.00
DJI Avata 2 drone	*1*	*0*	***1***	$1,596.58	$1,596.58	$100.00
DJI Mavic 3T Enterprise series drone (Major Crimes)	*3*	*0*	***3***	$6,587.60	$19,762.80	$100.00
DJI Mavic 30T Enterprise RTK (Major Crimes)	*1*	*0*	***1***	$15,080.10	$15,080.10	$100.00
Category 2 - Mine-resistant ambush-protected vehicles or armored personnel carriers						
Caiman MRAP 6-wheel armored vehicle and high-water vehicle	*1*	0	***1***	Free 10-33	$0.00	$5000.00
Category 3 – wheeled vehicles that have a breaching or entry apparatus.						
Lenco BearCat G3 armored vehicle with ram attachment	*1*	0	***1***	$295,824.00	$295,824.00	$5000.00
Category 5 - Command and Control Vehicles that are either built or modified to facilitate operational control and direction of public safety units						
Command Post - Vehicle	*1*	*0*	***1***	$161,411.25	$161,411.25	$1000.00
Category 8 - Firearms and Ammunition of .50 caliber or greater, excluding standard issue shotguns and standard issue shotgun ammunition						
Defense Technology LMTS 40mm Single Shot Launcher	1	2	***3***	$1,098.05	$3,294.15	$25.00
Combined Systems Inc (Penn Arms) 40mm Single Shot Launcher, Model L140C	6	0	***6***	$1,098.05	$6,294.15	$25.00
Category 9 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.						
Colt CR6933 EPR 5.56mm rifle	*10*	*0*	***10***	$1,600.00	$16,000.00	$1250.00
Colt R0933 EPR 5.56mm rifle	*10*	*0*	***10***	$1,600.00	$16,000.00	$1250.00
Colt LE6933 EPR 5.56mm rifle	*10*	*0*	***10***	$1,600.00	$16,000.00	$1250.00
*Misc AR-15 Style Rifles (Various Makes/Models) 5.56mm/.223 cal (**evidence seizures, phased out**)*	*23*	*0*	***23***	$0.00	$0.00	$0.00
Category 11 - Noise-Flash Diversionary Devices and Explosive Breaching Tools						
Def-Tec Low Roll Distraction Device Model 8902NR	*4*	*0*	***4***	$48.00	$240.00	$0.00
CTS Flash Bang Model 7290-9	*10*	*0*	***10***	$48.00	$480.00	$0.00
CTS Mini-Bang Model 7290M	*18*	*0*	***18***	$51.50	$927.00	$0.00
CTS Combined Systems 12 Ga. Muzzle Bang	*23*	*0*	***23***	$10.82	$248.86	$0.00
Category 12 - Munitions Containing Tear Gas or OC Excluding Standard Service Issued Hand-Held Pepper Spray						
Def-Tec 40mm Direct Impact Munition (OC)	0	11	**11**	$32.00	$352.00	$0.00
CTS 40mm Direct Impact Munition, Foam Baton round	19	10	**29**	$32.00	$928.00	$0.00
CTS 40mm OC Impact Munition	14	0	**14**	$32.00	$448.00	$0.00
Def-Tec 40mm Direct Impact Munition (CS)	0	14	**14**	$32.00	$448.00	$0.00
Def-Tec MK-9 Pepper Spray (OC) Canisters, With Wands	0	3	**3**	$62.00	$186.00	$0.00
CTS Aerosol Grenade (OC, vapor)	*2*	*8*	***10***	$38.00	$380.00	$0.00
CTS Combined Systems OC/CS Aerosol Grenade model 6340	1	*0*	***1***	$57.22	$57.22	$0.00
CTS Combined Systems Baffled CS Smoke Grenade model 5230B	5	*0*	***5***	$60.56	$302.80	$0.00
CTS Combined Systems CS Smoke Grenade model 5230	5	*5*	***5***	$44.14	$220.70	$0.00
Defense Technology Pocket Tactical (CS) Pyro/Grenade	*1*	*0*	***1***	$38.00	$38.00	$0.00

Tehama County Sheriff's Office Categories and Descriptions	Ops	Jail	Total Inventory	Item Cost	Total cost	Annual Upkeep
Defense Technology Aerosol OC/CS Liquid/Grenade	*3*	*0*	***3***	$38.00	$114.00	$0.00
Defense Technology Flameless Tri-Chamber (HC) Pyro/Grenade	*5*	*0*	***5***	$38.00	$190.00	$0.00
Defense Technology Barricade Penetrating Projectile (CS) Liquid/Ferret	*5*	*0*	***5***	$23.00	$115.00	$0.00
Defense Technology Barricade Penetrating Projectile (OC) Liquid/Ferret	*16*	*0*	***16***	$23.00	$368.00	$0.00
Defense Technology Barricade Penetrating Projectile (OC) Powder/Ferret	*6*	*0*	***6***	$23.00	$138.00	$0.00
Defense Technology Barricade Penetrating Projectile (CS) Powder/Ferret	*9*	*0*	***9***	$23.00	$207.00	$0.00
CST-Combined Systems Barricade Projectile (CS) Powder/Ferret	*40*	*0*	***40***	$23.00	$920.00	$0.00
Pepper Ball Rounds (FTC PAVA, live X OC impact rounds)	0	915	**915**	$2.50	$2,287.50	$0.00
VXR Shaped Projectile (inert, impact, training)	0	980	**980**	$3.84	$3,763.20	$0.00
VXR Shaped Projectile (Live X OC impact rounds)	0	325	**325**	$3.46	$1,124.50	$0.00
Category 14 - Kinetic Energy Weapons and Munitions						
Pepper Ball Rounds (training, impact, inert)	0	1950	**1950**	$0.99	$1,930.50	$0.00
Def-Tec/LMT 40mm Launcher, Single Shot	*1*	2	**3**	$1,300.00	$3,900.00	$50.00
VKS Pepper Ball Launcher	*0*	*2*	***2***	$495.00	$990.00	$25.00
CTS Super Sock Bean Bag Rounds Model 2581	*100*	*0*	***100***	$6.00	$600.00	$0.00
Serbu Super-Shorty Less Lethal 12 Gauge Shotgun	*2*	*0*	***2***	$1000.00	$2000.00	$25.00
Remington Model 870 12 Gauge Shotgun	*34*	*0*	***34***	$500.00	$17,000.00	$850.00
Defense Technology Exact Impact 40mm Ferret Round	*6*	*0*	***6***	$26.50	$159.00	$0.00
Total inventory value (estimated)					***$596,708.24***	
Total inventory annual upkeep (estimated)						***$16,150.00***

Tehama County DA's Office Categories and Descriptions	Total	Item Cost	Total cost	Annual Upkeep
Category 9 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.				
Bushmaster XM-15-E2S 5.56mm rifle	***8***	$1,600.00	$12,000.00	$100.00
Windham Weaponry WW-15 5.56mm rifle	***7***	$1,600.00	$11,200.00	$100.00
Colt M16A2 5.56mm rifle (not in service)	***3***	$1,600.00	$4,800.00	$0.00
FN M16A2 5.56mm rifle (not in service)	***2***	$1,600.00	$3,200.00	$0.00
Category 14 - Kinetic Energy Weapons and Munitions				
CTS Super Sock Bean Bag Rounds Model 2581	**30**	$6.00	$180.00	$0.00
Remington Model 870 12 Gauge Shotgun converted to less lethal use only, orange in color	**4**	$500.00	$2,000.00	$100.00
Total inventory value (estimated)			**$31,000.00**	
Total inventory annual upkeep (estimated)				**$300.00**

Tehama County Probation Office Categories and Descriptions	Total	Item Cost	Total cost	Annual Upkeep
Category 9 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code 30510 and Penal Code 30515, with the exception of standard-issue firearms.				
Bushmaster XM-15-E2S 5.56mm rifle	**1**	$1,600.00	$1,600.00	$25.00
Total inventory value (estimated)			**$1,600.00**	
Total inventory annual upkeep (estimated)				**$25.00**

ORDINANCE NO. 2137

ORDINANCE OF THE TEHAMA COUNTY BOARD OF SUPERVISORS APPROVING THE MILITARY EQUIPMENT USE POLICY FOR THE COUNTY OF TEHAMA

WHEREAS, Section 7071 of the California Government Code requires approval of any military equipment use policy established by local law enforcement prior to the use, acquisition, or funding of military equipment; and

WHEREAS, the County of Tehama has three law enforcement agencies consisting of the Tehama County Sheriff's Office, the District Attorney's Bureau of Investigation, and the Tehama County Probation Department; and

WHEREAS, the County of Tehama adopted Ordinance 2130 on July 18, 2023, which established the military equipment use policy for the Sheriff's Office only; and

WHEREAS, the County of Tehama wishes to establish a military equipment use policy for the Bureau of Investigation and the Probation Department; and

WHEREAS, the three law enforcement agencies collectively have presented Attachment A for approval. If approved, this policy shall govern the use, acquisition, and funding of military equipment within the Sheriff's Office, the Bureau of Investigation, and the Probation Department; and

WHEREAS, the Sheriff's Office has, in compliance with Government Code section 7072, also prepared and presented Attachment B consisting of its military equipment report for the past calendar year; and

WHEREAS, the Board of Supervisors finds that the use of military equipment by law enforcement is necessary in Tehama County due to the terrain, weather, and long distances covered by a small agency, and that the proposed policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and

WHEREAS, the Board of Supervisors finds that the timely adoption of a military equipment use policy for the county's three law enforcement agencies, and approving the Sheriff's military equipment report, is necessary to ensure proper compliance with Government Code sections 7071 and 7072 as well as is necessary for the immediate preservation of the public peace, health, and safety because the equipment governed by this policy is vital to support law enforcement's mission to protect the public peace, health and safety.

THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA ORDAINS AS FOLLOWS:

Section I: The above stated recitals and findings are true and correct.

Section II: The Military Equipment Policy, attached hereto as Exhibit A, is approved for the Sheriff's Office, the Bureau of Investigation, and the Probation Department. Such policy is incorporated as if fully stated herein.

Section III: The Military Equipment Policy complies with California Government Code sections 7070-7071, and henceforth each respective law enforcement agency shall prepare and timely submit all reports required by California Government Code section 7072 to the Board of Supervisors.

Section IV: The Sheriff's Military Equipment Report, attached hereto as Exhibit B, is compliant with Government Code section 7072 and the Military Equipment Policy previously established by ordinance. That policy is hereby renewed for another year.

Section V: This Ordinance is an urgency ordinance necessary for the immediate preservation of the public peace, health, and safety. Pursuant to Government Code section 25123, subdivision (d), this ordinance shall take effect immediately upon adoption by four-fifths of the Board of Supervisors, and prior to the expiration of fifteen (15) days from the adoption thereof shall be published at least one time in the *Red Bluff Daily News*, a newspaper of general circulation in Tehama County.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Tehama, State of California, at a regular meeting of the Board of Supervisors on the 16 day of JULY, 2024 by the following vote:

AYES: Supervisors Moule, Carlson, Nolen, Hansen, and Leach

NOES: None

ABSENT OF NOT VOTING: None

John Leard

CHAIR, Board of Supervisors

STATE OF CALIFORNIA)
)
COUNTY OF TEHAMA)

I, JENNIFER VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on the 16 day of JULY, 2024.

DATED this 22 day of OCTOBER, 2024.

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

Jennifer Vise

THE ANNEXED INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE.

ATTEST:_____

CERTIFIED
SEAN HOUGHTBY, COUNTY CLERK AND CLERK OF THE BOARD OF SUPERVISORS IN AND FOR THE COUNTY OF TEHAMA, STATE OF CALIFORNIA.

BY:_____
DEPUTY

ORDINANCE NO._____

AN UNCODIFIED ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TEHAMA APPROVING THE MILITARY EQUIPMENT USE POLICY FOR TEHAMA COUNTY LAW ENFORCEMENT AGENCIES

The Board of Supervisors of the County of Tehama ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY.

The purpose of this ordinance is to approve a policy relating to the acquisition and use of military equipment by Tehama County Law Enforcement Agencies. This ordinance is adopted pursuant to California Constitution Article 11, Section 7, Government Code sections 7070 et seq, 25123, 25131, and other applicable law.

SECTION 2. FINDINGS.

The Board of Supervisors of the County of Tehama (the "Board") makes the following findings in support of the adoption and application of this Ordinance:

A. WHEREAS, AB 481 requires approval by the County Board of Supervisors of any military equipment use policy for any County law enforcement agencies; and

B. WHEREAS, in 2024, the County's three law enforcement agencies, the Tehama County Sheriff's Office, the District Attorney's Bureau of Investigation, and the Tehama County Probation Department (the "County LEAs") submitted a proposed Military Equipment Use Policies ("Policy") to the Board of Supervisors in accordance with AB481; and

C. WHEREAS, the Policy was considered by the Board of Supervisors as an agenda item in an open session of a regular meeting, noticed in accordance with the Ralph M. Brown Act, at which public comment was permitted and on July 16, 2024 adopted by the Board through Ordinance 2137; and

D. WHEREAS, the County LEAs have made adjustments to their inventory as described in the 2024-25 Combined Annual Report and Equipment List; and

E. WHEREAS, based on that Annual Report and as requested by the County LEAs the Board deems it to be in the best interest of the County to modify the Military Equipment Use Policy by updating the list of Military Equipment Items as set forth herein.

SECTION 3. ORDINANCE.

The attached policy, titled "Military Equipment," shall be added to the Sheriff's Office Policies and designated as Policy 709 of the Tehama County Sheriff's Office. The Bureau of Investigation for the District Attorney and the Tehama County Probation Department shall add to their policies a Military Equipment Use Policy that mirrors Policy 709 in substance.

A. The Board of Supervisors has made the following determinations:
    1. The military equipment inventoried and presented to the Board of Supervisors is necessary because there is no reasonable alternative that can achieve the same objective; and
    2. The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties; and
    3. The equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety (if any); and
    4. Prior military equipment use complied with the applicable equipment use policy (which included equipment now defined as military equipment) that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
B. The Policy as modified shall be made publicly available on the Sheriff's Office website as long as the military equipment is available for use.
C. The Sheriff's Office shall submit Combined Annual Report and Equipment List for all the County LEAs to the Board of Supervisors containing the information required in Government Code Section 7072 by May 31 of each year or as soon as possible thereafter.
D. The Board of Supervisors shall review the Combined Annual Report and Equipment List and determine whether each type of military equipment identified in that report complies with the standards for approval set forth in A. 1.-4. above.
E. The Board of Supervisors shall review this ordinance, and vote on whether to renew it, eliminate it, or modify it on an annual basis at a regular meeting, in accordance with Government Code Section 7071(e)(2). This review shall occur before October 1 unless the Board determines that good cause exists why the review should be delayed. Although the Board may renew the Policy by resolution, any attempt to cease the use of military equipment by County LEAs by eliminating the policy or any modifications to the policy including any changes to the Military Equipment Item Description List in the Policy must be done through a new Ordinance.
F. The County LEAs may, from time to time, acquire new military equipment not included in the Military Equipment Item Description List. When this occurs, the Law Enforcement Agency that has acquired that new equipment shall bring a resolution before the Board to review the proposed modification to the Military Equipment Item Description List before the new equipment is used. When the Military Equipment Item Description List is updated by resolution between annual reviews in this manner, the Board shall modify the policy by ordinance at the next annual review of the Combined Annual Report and Equipment List if it determines that the changes continue to be acceptable.
G. The Board of Supervisors approves the use of the Policy as modified, and finds that it satisfies the requirements of Government Code Section 7070(d).

SECTION 4. SEVERABILITY

If any provision, clause, sentence or paragraph of this ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 5. CONFLICTING LAWS

For the term of this ordinance, as set forth in Section 6 below, the provisions of this ordinance shall govern. To the extent that there is any conflict between the provisions of this ordinance and the provisions of any other County code, ordinance, resolution or policy, all such conflicting provisions shall be suspended.

SECTION 6. EFFECTIVE DATE AND TERM

This Ordinance shall be and is hereby declared to be in full force effect from and after thirty (30) days after the date of its passage and the clerk shall cause this Ordinance or a summary to be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in the *Red Bluff Daily News*, a newspaper of general circulation in the County of Tehama, State of California.

In regular session of the Board of Supervisors of the County of Tehama, introduced on the 9th day of September, 2025, and DULY PASSED AND ADOPTED THIS ___ DAY OF _____, 2025, by the Board of Supervisors of the County of Tehama by following vote:
AYES:
NOES:
ABSENT OR NOT VOTING:

_____
CHAIRMAN, Board of Supervisors

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

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

DATED this _____ day of _____ 2025.

SEAN HOUGHTBY, County Clerk of
the Board of Supervisors of the County
of Tehama, State of California

By_____

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Office.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

709.2 POLICY

It is the policy of the Tehama County Sheriff's Office that members of this office comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff shall designate a member of this office to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying office equipment that qualifies as military equipment in the current possession of the Office, or the equipment the Office intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Tehama County Sheriff's Office (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the office's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the office website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Office will respond in a timely manner.

709.4 MILITARY EQUIPMENT INVENTORY

For a list of qualifying equipment for the Office please refer to “Military Equipment Item Description List” which includes training and use requirements.

709.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the office website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this office.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

709.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment shall not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

709.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee shall submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee shall also make each annual military equipment report publicly available on the office website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in office inventory.

709.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Office shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Office shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Military Equipment Item Description List

EQUIPMENT

CATEGORY 1 – UNMANNED, REMOTE PILOTED, POWERED AERIAL OR GROUND VEHICLES

Type: DJI Mini Mavic 2 drone

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Mini Mavic 2 is a remote piloted drone with 30 minutes battery power, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: The DJI Mini Mavic 2 is a 12MP camera in the sky, delivers content guaranteed to impress. Along with 4K/30fps video and a 3-axis motorized gimbal, Mini 2 ensures stunning image quality that is consistently smooth no matter how adventurous your piloting gets.

Purpose: Digital still pictures and video can be recorded remotely for evidence purposes, search and rescue operations and disaster scope intelligence.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

Type: SwellPro SplashDrone 4 With GC3-S Camera

Quantity: One

Lifespan: 2-4 years

Capability: The SplashDrone 4 with GC3-S camera is a waterproof drone and camera system that can be used to locate missing boaters, equipment, objects underwater and capture flooding in real time to assist in evacuation and flood response.

Manufacturer Description: SplashDrone 4 is SwellPro's 5th generation waterproof drone. It is designed to carry waterproof 4K gimbal cameras for professional-grade photo and video in various wet environments, whether it's above-water or in-water, rain or blizzard. SplashDrone 4 empowers water enthusiasts and nature lovers to capture their dream shots that were considered impossible with total peace of mind.

Purpose: Digital still pictures and video can be recorded remotely for evidence purposes,

search and rescue operations and disaster scope intelligence.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

Type: DJI Avata

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Avata is a remote piloted drone with about 20 minutes of hover time, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: Compact and lightweight, DJI Avata is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes in contact with an object, it can bounce back, stay in the air, and can keep on flying.

Purpose: Drone will be used primarily for clearing structures and locations for SWAT, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

Type: DJI Avata 2

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Avata 2 is a first-person view (FPV) drone with about 20 minutes of hover time, designed to be flown with DJI Goggles.

Manufacturer Description: Compact and lightweight, DJI Avata is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes in contact with an object, it can bounce back, stay in the air, and can keep on flying.

Purpose: Drone will be used primarily for clearing structures, rooftops and locations for patrol, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

TYPE: DJI Mavic 3T Enterprise series

Quantity: Three

Lifespan: 2-4 years

Capability: The DJI Mavic 3T Enterprise Series is a remote piloted drone with about 45 minutes of max flight time, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: Streamlined and compact, Mavic 3 Enterprise Series can be carried in one hand and deployed at a moment's notice. Perfect for beginner and veteran pilots alike, it's built to preform on lengthy missions.

Purpose: Drone will be used primarily for clearing structures and locations for SWAT, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators. Dones can be used to locate lost and injured individuals during Search and Rescue operations, going into rough and dangerous areas, keeping searchers out of harm's way.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only

utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

TYPE: DJI Matrice 30T Enterprise RTK

Quantity: One

Lifespan: 2-4 years

Capability: The DJI Mavic 30T Enterprise series is a remote piloted drone with about 41 minutes of max flight time, capable of live video capture that can be displayed to the pilot.

Manufacturer Description: The Matrice 30 is a powerful, yet portable drone made for Public
Safety, inspection, and more. Featuring over 41 minutes of flight time with an integrated camera, the M30 is small and mobile while still providing the image resolution needed for enterprise tasks.

Purpose: Drone will be used primarily for clearing structures and locations for SWAT, to provide real time intelligence gathering, providing for deputy safety. It will limit exposures to threats, drastically reducing risk to operators. Dones can be used to locate lost and injured individuals during Search and Rescue operations, going into rough and dangerous areas, keeping searchers out of harm's way.

Legal: Lexipol Policy 611 – Unmanned Aerial System (UAS). The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Sheriff's employees must meet the unmanned aerial vehicle requirements set forth by FAA and the Sheriff's Office policy and procedures to fly.

CATEGORY 2 – MINE-RESISTANT AMBUSH-PROTECTED VEHICLES OR ARMORED PERSONNEL CARRIERS

Type: Lenco BearCat G3

Quantity: One

Lifespan: 80,000-100,000 miles

Capability: The 2017 Lenco BearCat G3 is an armored rescue vehicle, equipped with 4-wheel drive, detachable front mounted breaching ram and a gas/OC injector pump. The BearCat is armored to protect deputies and responding peace officers to high-risk incidents, high risk search warrants and officer down rescues.

Manufacturer Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored SWAT vehicles would experience challenges. Available with mission-specific design features for Police and Government, Medical and Fire Response.

All Steel Armor Construction, High Ballistic Protection, V8 Turbo Diesel Engine, 4×4

Purpose: The BearCat is the primary response vehicle for the County wide SWAT team. The BearCat is used for high-risk response calls and high-risk search warrant service. The BearCat armored rescue vehicle is designed to provide safety to peace officers and the community by providing a movable barricade during active shooter rescue and recovery operations.

Legal: Lexipol Policy 706 – Vehicle Use. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Class "C" driver license and department operations overview

Type: BAE Systems Caiman CMTV MRAP

Quantity: One

Lifespan: 80,000-100,000 miles

Capability: The Caiman CMTV wheeled armored rescue vehicle provides greater safety to citizens and deputies beyond the protection of ballistic shields and personal body armor. It can also traverse flooded terrain for high water rescues or difficult to access areas due to high ground clearance.

Manufacturer Description: The BAE Systems Caiman CMTV wheeled armored vehicle provides greater levels of survivability and mobility to navigate challenging and unpredictable environments. Caiman CMTV integrates new technology to ensure the large and armored protected interior is optimal for a variety of missions including 10-person

transport, a four-litter ambulatory system with attendant, and command and control on the move options.

Purpose: To respond to critical incidents to enhance deputy and community safety, improve scene containment and stabilization, to assist in resolving critical incidents, to rescue persons at risk or injured during critical incidents (active shooter). The Caiman CMTV also responds to natural disasters, including floods or other emergencies where high ground clearance is required.

Legal: Lexipol Policy 706 – Vehicle Use. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training:
Class "B" or "A" driver license and department operations overview.

CATEGORY – 5 COMMAND AND CONTROL VEHICLES THAT ARE EITHER BUILT OR MODIFIED TO FACILITATE OPERATIONAL CONTROL AND DIRECTION OF PUBLIC SAFETY UNITS

Type: Command Vehicle – 2004 35-foot Motorhome

Quantity: One

Lifespan: 80,000-100,000 miles

Capability: A vehicle used as a mobile office that provides shelter, access to department radio systems, and restroom facilities during extended large pre-planned events, natural disasters, searching for missing persons, and community events.

Manufacturer Description: This is a standard 35-foot 2004 motorhome developed as a command vehicle. There is no specific manufacturer description.

Purpose: The command vehicle is used as an onsite incident command post during events and incidents. The command vehicle is utilized as a remote command center in the event of the loss of our primary dispatch center.

Legal: Lexipol Policy 706 – Vehicle Use. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: No additional training. Class "C" license.

CATEGORY 8 – FIREARMS AND AMMUNITION OF .50 CALIBER OR GREATER, EXCLUDING STANDARD-ISSUE SHOTGUNS AND STANDARD-ISSUE SHOTGUN AMMUNITION

Type: Defense Technology 40mm LMTS Single Shot Launchers

Quantity: 3

Lifespan: 25 years

Capability: A single shot 40mm launcher system capable of delivering multiple types of less lethal impact and chemical munitions at a distance.

Manufacturer Description: Manufactured exclusively for Defense Technology, the 40LMTS is a tactical single shot launcher that features an expandable ROGERS Super Stoc and an adjustable Integrated Front Grip (IFG) with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: Provides a reliable, single shot less lethal delivery platform that can fire multiple types of rounds as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved. It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal munitions are authorized, but not limited to include self-destructive, dangerous, and/or combative individuals, barricaded suspects and riot control.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Specific deputies are trained as 40mm launcher operators and receive training to safely deploy and operate the single round launcher through in-house instruction. Deputies deploying a 40mm less lethal launcher have completed all necessary training and demonstrated proficiency in its use. Instructors teach a standardized curriculum to address impact and chemical munitions use.

Type: Combined Systems Inc, Model L140C 40mm Single Shot Launchers

Quantity: 6

Lifespan: 25 years

Capability: A single shot 40mm launcher system capable of delivering multiple types of less lethal impact and chemical munitions at a distance.

Manufacturer Description: PENN ARMS (Combined Systems Inc) has set the standard for less-lethal launchers worldwide for over 20 years. Our patented designs are small, lightweight, and operationally versatile. Constructed out of the highest grade of materials to a high standard of quality, PENN ARMS is Dedicated To Your Mission.

Purpose: Provides a reliable, single shot less lethal delivery platform that can fire multiple types of rounds as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved.

It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal munitions are authorized, but not limited to include, self-destructive, dangerous, and/or combative individuals, barricaded suspects, and riot control.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Specific Deputies are trained as 40mm launcher operators and receive training to safely deploy and operate the single round launcher through in-house instruction. Deputies deploying a 40mm less lethal launcher have completed all necessary training and demonstrated proficiency in its use. Instructors teach a standardized curriculum to address impact and chemical munitions use.

CATEGORY 9 – SPECIALIZED FIREARMS AND AMMUNITION OF LESS THAN .50 CALIBER, INCLUDING FIREARMS AND ACCESSORIES IDENTIFIED AS ASSAULT WEAPONS IN PENAL CODE 30510 AND PENAL CODE 30515, WITH THE EXCEPTION OF STANDARD-ISSUED FIREARMS.

Type: Colt CR6933 EPR 5.56mm, Colt R0933 EPR 5.56mm, Bushmaster XM15-E2S, Windham Weaponry 5.56mm, and Colt LE6933 5.56mm Patrol Rifles

Quantity: Sheriff's Office 30, DA's Office 20, Probation 1

Lifespan: 25 years

Capability: Rifles are to be used as precision weapons to address a threat with more precision and/or greater distance than a handgun is capable of; to defeat body armor; to meet or exceed a suspect's firepower in deadly encounters. Personnel can choose patrol rifles when personnel reasonably anticipate an armed encounter, during hostage situations and if a suspect is barricaded.

Manufacturer Description: Built for the demanding use of those who protect our communities every day, the Colt Enhanced Patrol Rifle (EPR) is the next evolution in the world's most dependable, thoroughly field-tested patrol rifle. Featuring an extended handguard that accepts modular rail segments for mounting a wide variety of pro-grade optics, lighting, and ergonomics-enhancing accessories, as well as the highly durable Magpul® MBUS® Pro Series front and rear back up sights and B5 Bravo buttstock. The Colt EPR reestablishes the Colt AR-15® as the finest tool for local, regional, and national law enforcement agencies.

Purpose: To provide deputies with better range, accuracy and capacity when dealing with deadly threats, suspects in body armor, hostage situations and barricaded suspect incidents.

Legal: Lexipol Policy 312 – Firearms, Lexipol Policy 432 - Patrol Rifles. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend a short-barreled riffle operator course conducted by POST-certified instructors (16 hours minimum, POST Commission Regulation 1081). Deputies must regularly qualify with the rifle to carry the rifle during regular patrol operations.

Type: OSS Helix Suppressor, Model HX-QD TI, 5.56mm

Quantity: Sheriff's Office 10, DA's Office 12

Lifespan: 25 years

Capability: OSS Helix Suppressors provide deputies with less hearing impact when rifles are in use at the range and during real world operations. Suppressors reduce, but do not eliminate rifle noise.

Manufacturer Description: The OSS HX-QD 556mm is the optimal choice for the widest range of 5.56 caliber rifles. Focusing strongly on a maximum sound performance, the HX-QD 556 is ideal for shooters who are more concerned with maximum suppression over size and weight.

Purpose: To provide hearing safety for short-barreled rifle operators, to reduce the chance of a suspect locating responding officers during a deadly force encounter.

Legal: Lexipol Policy 312 – Firearms. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend a short-barreled rifle operator course conducted by POST-certified instructors.

CATEGORY 11 – NOISE-FLASH DIVERSIONARY DEVICES AND EXPLOSIVES BREACHING TOOLS

Type: Defense Technologies Low Roll 11-gram Non-Reloadable Distraction Device Model #8902NR

Quantity: 4

Lifespan: Five years

Capability: A less-lethal explosive device that emits an extremely loud bang and bright lights to disorient people as it goes off.

Manufacturer Description: The Non-Reloadable Distraction Device unit incorporates an M201A1 type fuse with hex design gun steel body. This is a compact version of the 8933. Low Roll body Distraction Device is the newest version of the first reusable non-bursting canister that limits movement and rolling once deployed. The compact Distraction Device fits safely in your hand and packs all the power of the full-sized Distraction Device. This is a smaller, lighter device with the same output.

Purpose: Used during critical incidents as a diversionary device to disorient. A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high- risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give Deputies a tactical advantage.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

Type: CTS Distraction Device Model #7290-9 “9 Bang” low roll

Quantity: 10

Lifespan: Five years

Capability: A low explosive device that emits heat, light and sound by means of deflagration, also known as a distraction device. Used to disorient people in tactical situations for Deputy and civilian safety.

Manufacturer Description: The CTS 7290-9 is the patented multi-bangs feature top and bottom non-fragmenting, minimal movement devices that perform with high reliability incorporating CTS Superior fuse components with the patented and US Army adopted Confidence Clip and pin shroud.

Flash Bangs are used by special tactical units during hostage rescue and high-risk warrants. It is an ATF-controlled Class-C explosive device that emits a bright light and thunderous noise to distract potentially dangerous individuals.

Purpose: Used during critical incidents as a diversionary device to disorient.
A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high-risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give Deputies a tactical advantage.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

Type: CTS Combined Systems Mini-bang Model #7290M

Quantity: 18

Lifespan: Five years

Capability: A less-lethal explosive device that emits an extremely loud bang and bright lights to disorient people as it goes off.

Manufacturer Description: The CTS 7290M Mini Flash-Bang is the newest generation in the evolution of the Flash-Bang. Model 7290M exhibits all the same attributes of it's larger counterpart but in a smaller and lighter package. Weighing in at just 15 ounces the new 7290M is approximately 30% lighter but still has the same 180db output and produces 6-8 million candela of light. The patented design of the 7290M, incorporates a porting system that eliminates movement of the body at detonation even if on the top or bottom of the device should it be in contact with a hard surface. In addition, internal adjustments have greatly reduced smoke output.

Purpose: Used during critical incidents as a diversionary device to disorient. A distraction device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry, or other high- risk arrest situations. To produce atmospheric overpressure and brilliant white light and, as a result, can cause short-term (6-8 seconds) physiological/psychological, sensory deprivation to give Deputies a tactical advantage.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

Type: CTS Combined Systems Model #2595 12 Ga. Muzzle Bangs

Quantity: 23

Lifespan: Five years

Capability: A light and sound warning or diversionary device that produces an intense bright flash and a loud bang.

Manufacturer Description: The CTS model #2595 12-gauge muzzle bang rounds are aerial warning munitions that produce an intense bright flash and loud bang, to assist in cowed control and riot disbursement. Rounds must be fired significantly above a crowd during a riot.

Purpose: Used to determine intent or used to hail or warn approaching individuals, vehicles or marine vessels

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Before use, Deputies must attend divisionary device training conducted by POST-certified instructors.

CATEGORY 12 – MUNITIONS CONTAINING TEAR GAS OR O.C., EXCLUDING STANDARD, SERVICE-ISSUED HAND-HELD PEPPER SPRAY

Type: VXR Shaped Oleoresin Capsicum (OC) Projectiles

Quantity: 350

Lifespan: Shelf life of three years

Capability: To compel individuals to cease their actions when such munitions present a reasonable option. Effective range up to 150 feet.

Manufacturer Description: The VXR LIVE-X projectile offers greater distance and accuracy when compared to a standard round ball projectile. Best suited for direct impact, area saturation and crowd control situations.

This projectile is intended as an irritant for individual suspects, point-specific targets or small-area denial. The active ingredient is 0.5% PAVA/OC in a powder form for ease of storage, deployment and clean-up. (The name "PAVA" stands for Pelargonic Acid Vanillyl Amide, also called Nonivamide, and is the organic compound characteristically in natural chili pepper).

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All department personnel utilizing VXR launchers and projectiles are trained in their use by POST/STC (Standards and Training in Corrections)-certified less-lethal and/or chemical agent instructors.

Type: CTS 40mm Direct Impact OC Munition Model #4556 (OC)

Quantity: 25

Lifespan: Five years from the date of manufacture

Capability: The 40mm Impact OC Round provides accurate and effective performance when fired from an approved distance of not less than five feet and as far as 150 feet from the target.

Manufacturers Description: Spin-stabilized projectiles that deliver multi-effects of blunt trauma and dispersal of marking powder on and around the target. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an

improved sighting system, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All department personnel utilizing 40mm launchers and projectiles are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS 40mm Direct Impact Foam Baton Munition Model #4557

Quantity: 40

Lifespan: Five years from the date of manufacture

Capability: The 40mm Direct Impact Sponge Baton Round provides accurate and effective performance when fired from an approved distance of not less than five feet and as far as 150 feet from the target.

Manufacturers Description: Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this

equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing 40mm launchers and projectiles are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: FTC PAVA Capsaicin Rounds

Quantity: 925

Lifespan: Three years from the date of manufacture

Capability: Pepper ball launchers allow officers to address an armed and/or violent individual(s) with a non-lethal munition that delivers both chemical agent and kinetic energy impact. This combination can be extremely effective in gaining compliance or reducing threat potential with a less lethal platform. Due to its design, pepper balls can be delivered from a larger standoff distance allowing for an added degree of officer safety. Its high round capability and accuracy allow for its use in a wide variety of operational environments.

Manufacturers Description: PepperBall`s most potent and powerful concentration of PAVA pepper powder. One round of LIVE-X™ contains the equivalent PAVA irritant chemical agent in 10 regular PepperBall® LIVE™ rounds.

Features:

- 100% waterproof
- Shell color indicated payload
- Formula: 5% PAVA powder
- Operational temps of -30°F to 150°F
- Used for direct impact and area saturation
- Proudly made in the USA

Purpose: A non-lethal munitions system that employs paintball launchers to fire “pepper balls” that contain powdered OC in place of the paint. The pepper ball delivery system combines chemical agent exposure with kinetic energy impact to aid in its effectiveness in addressing armed and/or violent individuals as well as crowds. Pepper ball munitions also include glass-breaking rounds and marking rounds. Used to limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law

and applicable department policy.

Training: Before deploying the pepper ball launcher and munitions, deputies must complete a POST-certified course in the operation of the pepper ball launcher. Additionally, all members who operate any less-lethal Devices must pass a qualification course of instruction.

Type: Def-Tec MK-9 OC Spray Canisters

Quantity: 18

Lifespan: Five years from the date of manufacture

Capability: Intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 ft.

Manufacturers Description: The MK-9 features an easy-to-use trigger handle, is intended for use in crowd management and will deliver 14 short bursts of OC at an effective range of 18-20 feet. This 1.3% MC (Major Capsaicinoids)

OC aerosol product utilizes a stream delivery method providing a target- specific, strong concentrated stream for greater standoff.

Non-flammable / Electronic Discharge Weapon (EDW) safe.

Purpose: To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All members utilizing chemical agents will attend an instruction course that includes instruction and certification on chemical agents. Deputies receive periodic chemical agent update training.

Type: Defense Technology Pocket Tactical (CS) Pyro/Grenade

Quantity: 1

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Pocket Tactical (CS) Pyro/Grenade are canisters that contain chemical agents that are released when deployed.

Manufacturers Description: The Pocket Tactical CS Grenade is small, and lightweight. The 0.9 oz. of active agent will burn approximately 20-40 seconds. At 4.75 in. by 1.4 inches in size, it easily fits in most tactical pouches. This is a launchable grenade; however, it is normally used as a signaling or covering device. Though this device is slightly over four inches in length, it produces a smoke cloud so fast it appears to be an enveloping screen produced by a full-size tactical grenade.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS Combined Systems Aerosol OC-V Grenade Model 6340

Quantity: 12

Lifespan: Five years from the date of manufacture

Capability: This unique grenade delivers an invisible OC vapor and renders an intense respiratory effect to a non-compliant subject.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law

and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Aerosol OC/CS Liquid/Grenade

Quantity: 3

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Aerosol OC/CS Liquid/Grenade are canisters that contain chemical agents that are released when deployed.

Manufacturers Description: Designed for indoor use, this grenade contains no CFCs, is not a fire hazard and requires minimal decontamination by comparison to smoke, powders, or liquids. The Aerosol Grenade is most commonly used in tactical situations by Law Enforcement and Corrections and was designed with indoor operations in mind when a non-fire-producing delivery system is desired. It is most effective when used in confined areas and close to the target area. Used to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects. The Aerosol Grenade is ideal for cell extractions or barricade situations where the use of pyrotechnic, powder, or liquid devices is not practical or desired. The OC and CS combination provide sufficient effects in confined areas of up to 1,500 square feet. The Aerosol Grenade is not recommended for outdoor use.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Flameless Tri-Chamber (HC) Pyro/Grenade

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Flameless Tri-Chamber (HC) Pyro/Grenade are

canisters that contain chemical agents that are released when deployed.

Manufacturers Description: The design of the Tri-Chamber Flameless Saf-Smoke™ Grenade allows the contents to burn within an internal can and disperse the agent safely with reduced
risk of fire. The grenade is designed primarily for indoor tactical situations to detect and/or dislodge a barricaded subject. This grenade will deliver approximately .70 oz. of agent during the 20-25 seconds burn time.

The Tri-Chamber Flameless Grenade can be used in crowd control as well as tactical deployment situations by Law Enforcement and Corrections but was designed with the barricade situation in mind. Its applications in tactical situations are primarily to detect and/or dislodge barricaded subjects. The purpose of the Tri-Chamber Flameless Grenade is to minimize the risks to all parties through pain compliance, temporary discomfort, and/or incapacitation of potentially violent or dangerous subjects.

The Tri-Chamber Flameless Grenade provides the option of delivering a pyrotechnic chemical device indoors, maximizing the chemicals' effectiveness via heat and vaporization, while minimizing or negating the chance of fire to the structure.

The Tri-Chamber Flameless Grenade is NOT to be launched utilizing a launching cup.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (CS) Liquid/Ferret

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (CS) Liquid/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less- lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (OC) Liquid/Ferret

Quantity: 16

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (OC) Liquid/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40mm Round is non-burning and suitable for indoor use. Used primarily by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impacting the barrier, the nose cone ruptures and instantaneously delivers a small chemical payload inside of a structure or vehicle.

In a tactical deployment situation, the 40mm Ferret is primarily used to dislodge barricaded subjects from confined areas. Its purpose is to minimize the risks to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous subjects.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent

may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (OC) Powder/Ferret

Quantity: 6

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (OC) Powder/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40 mm Barricade Penetrating Round is filled with an OC powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood. Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: Defense Technology Barricade Penetrating Projectile (CS) Powder/Ferret

Quantity: 9

Lifespan: Five years from the date of manufacture

Capability: The Defense Technology Barricade Penetrating Projectile (CS) Powder/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: The Ferret® 40 mm Barricade Penetrating Round is filled with a CS powder chemical agent. It is a frangible projectile that is spin stabilized utilizing barrel rifling. It is non-burning and designed to penetrate barriers. Primarily used to dislodge barricaded subjects, it can also be used for area denial. Primarily used by tactical teams, it is designed to penetrate barriers, such as windows, hollow core doors, wallboard and thin plywood.

Upon impact the nose ruptures and instantaneously delivers the agent payload inside a structure or vehicle.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.
- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS-Combined Systems Barricade Penetrating Projectile (CS) Powder/Ferret

Quantity: 40

Lifespan: Five years from the date of manufacture

Capability: The CTS-Combined Systems Barricade Penetrating Projectile (CS) Powder/Ferret are projectiles that contain chemical agents that are released when deployed.

Manufacturers Description: CS powder filled projectile penetrates intermediate barriers and delivers irritant agents into an adjacent room.

Effectiveness is dependent upon the type of weapon, angle of impact, environmental conditions, and the type of intermediate barrier. The greatest probability for penetration occurs when the projectile impacts 90° perpendicular to the intermediate barrier. General usage in tactical situations involves intermediate barriers, such as single pane exterior windows, vehicle windows, pressed wood particle doors, 1-2 layers of wallboard, and interior hollow core doors.

CAUTION: These less lethal munitions are designed for specific tactical situations. One must be trained specifically in the deployment of barricade penetrating munitions and exercise extreme care and caution to minimize the possibility of this projectile striking a human opposite the barrier.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects. Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment
for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS-Combined Systems CS Baffled Canister Grenade, Pyro, Low Flame Potential Model 5230B

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The CTS-Combined Systems CS Baffled Canister Grenade pyrotechnic is designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects. Riot/crowd control and civil unrest incidents.

- Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 –
Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment
for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Type: CTS-Combined Systems CS Canister Smoke Grenade Model 5230

Quantity: 5

Lifespan: Five years from the date of manufacture

Capability: The CTS-Combined Systems CS large diameter burning grenade discharges a high volume of smoke and CS chemical irritant agent through multiple emission ports. Specifically for outdoor use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched. Discharge duration can reach up to 40 seconds.

Purpose: To limit the escalation of conflict where the deployment of lethal force is prohibited or undesirable. Situations for using a less-lethal weapon system/chemical agent may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals, barricaded subjects. Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained. Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All Department personnel utilizing chemical agents are trained in their use by POST/STC-certified less-lethal and chemical agent instructors.

Category 14 – KINETIC ENERGY WEAPONS AND MUNITIONS

Type: Remington 870 Shotgun (Bean Bag deployment)

Quantity: Sheriff's Office 34 DA's Office 4

Lifespan: 25 years

Capability: Beanbag shotguns can fire a 12-gauge beanbag round with a maximum effective range of sixty feet.

Manufacturer Description: The Remington Model 870™ is a pump-action shotgun design with ultimate strength, durability, silky-smooth bind-free action, with sleek and classical lines. As one of the most popular shotguns, the Model 870 is offered in dozens of configurations to suit hundreds of applications.

Purpose: Beanbags are less-lethal munitions used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved.

It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal beanbags is authorized but not limited to include self-destructive, dangerous, and/or combative individuals.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: All department personnel utilizing less lethal shotguns are trained in their use by POST/STC certified less-lethal instructors.

Type: Serbu Super-Shorty Shotgun (Bean Bag deployment)

Quantity: 2

Lifespan: 25 years

Capability: Beanbag shotguns can fire a 12-gauge beanbag round with a maximum effective range of sixty feet.

Manufacturer Description: The Serbu Super-Shorty is based on either the Mossberg 500 or the Remington 870 12-gauge shotgun. Super Shorties come in either 2+1 or 3+1 configurations and are

registered “Any Other Weapon”. The 3+1 configuration sports a 20” overall length and 9” barrel.

Purpose: Beanbags are less-lethal munitions used as an option to de-escalate a potentially dangerous/deadly situation, with a reduced potential for death or serious injury to all persons involved.

It is accepted that the probability exists for bodily harm to occur. However, it must also be accepted that the application of such force may be the only alternative to using lethal force to stop the subject's actions. Situations when the deployment of less-lethal beanbags is authorized but not limited to include self-destructive, dangerous, and/or combative individuals.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the beanbag shotgun undergo thorough classroom and live-fire training in its use and application. Additionally, deputies trained in the use of the beanbag shotgun must pass annual qualifications to maintain proficiency and certification.

Type: Def-Tec/LMT 40mm Launcher

Quantity: 3

Lifespan: No lifespan indicated by the manufacturer. Lifespan varies on operational usage and wear.

Capability: 40mm launchers are capable of firing a variety of munitions with a maximum effective range of one hundred twenty (120) feet. 40mm launchers can deliver 40mm munitions in the form of chemical agents, sponge baton rounds, or combined use sponge baton OC chemical agent rounds.

Manufacturer Description: (40mm LMT) Manufactured exclusively for Defense Technology®, the 40mm LMT is a tactical single-shot launcher that features an expandable ROGERS Super Stock and an adjustable Integrated Front Grip (IFG) with light rail.

The ambidextrous Lateral Sling Mount (LSM) and QD mounting system allows both a single and two-point sling attachment. The 40mm LMT will fire standard 40mm less-lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

Purpose: 40mm launchers with less-lethal sponge rounds may be deployed to impact subjects who demonstrate assaultive or life-threatening behavior. 40mm launchers utilized with less-lethal sponge rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon.

The main objectives that officers attempt to achieve in using a 40mm sponge round on a subject exhibiting any of the criteria mentioned above are to effect investigative detention or arrest; control a subject who is in lawful custody; prevent an escape; or protect the officer, the subject, or another person from injury or death.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the 40mm single launcher undergo thorough classroom and live-fire training in its use. Additionally, deputies trained in using the 40mm single launcher must pass annual qualifications to maintain proficiency.

Type: Def-Tec 40mm eXact Impact Munition Model #6325

Quantity: 6

Lifespan: Five years from the date of manufacture

Capability: 40mm eXact impact rounds can impact a suspect at a maximum effective range of 120 feet.

Manufacturer Description: The eXact iMpact™ 40mm Sponge Round is a point-of-aim, point-of-impact direct-fire round. This lightweight, high-speed projectile consisting of a plastic body and sponge nose that is spin-stabilized via the incorporated rifling collar and the 40mm launchers rifled barrel. The round utilizes smokeless powder as the propellant and, therefore, has velocities that are extremely consistent. Used for crowd control, patrol, and tactical applications.

Purpose: 40mm ammunition used in conjunction with 40mm launchers may be deployed to impact subjects who demonstrate assaultive or life-threatening behavior.

40mm ammunition used in conjunction with 40mm launchers may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon within the force guidelines of Department policy.

The main objectives that officers attempt to achieve in using a 40mm on a subject exhibiting any of the criteria mentioned above are to effect investigative detention or arrest; control a subject who is in lawful custody; prevent an escape; or protect the officer, the subject, or another person from injury or death.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the 40mm impact ammunition in conjunction with the 40mm single launcher undergo thorough classroom and live-fire training in its use. Additionally, deputies trained in using the 40mm single launcher must pass annual 40mm qualifications to maintain proficiency.

Type: VKS Pepper Ball Rifle

Quantity: 6

Lifespan: N/A

Capability: The VKS Pepper Ball launcher fires new Pepper Ball 3-gram projectiles at 300-360 feet per second with a target accuracy of 60 feet and area saturation with PAVA pepper to 200 feet. An automatic feed system keeps rounds launching consistently and in synchronization with trigger pull speeds and settings.

Manufacturer Description: The VKS is the ultimate multi-payload, long-range, semi-automatic launcher with adjustable kinetics. Mirroring the AR-15 platform, the VKS is exceptionally accurate, easy to handle and offers a disposable 88g cartridge option.

- Distance: Max Range 150 feet.
- Speed: Quickly deploy PAVA rounds at up to 700 rounds per minute.
- Versatility: Enhance officer safety and effectiveness in crowd control, jail barricade busting, domestic violence, suicide by cop, and many other one-to-one or one-to-many non-lethal situations.
- Maneuverability: The forward-mounted high-pressure air bottle allows for greater maneuverability and mobility in tactical situations.
- Variable Fire Power: Automatic feed system keeps rounds launching consistently while variable trigger settings allow you to conform to agency policy while giving officers the right capabilities to achieve all of their goals.

Solid Reinforced Construction

• Lighter and More Compact Design

• Round and VXR™ Projectile Compatible Magazine

• Compatible With Gravity and Electronic Hoppers (sold separately)

• No Recoil

• Flip Safety Switch

• SplitShot™ Compatible

• M-LOK Handguard

• Maximum Range of 150ft

• Ambidextrous Quick Disconnect Sling Mount

• Adjustable Foregrip

Purpose: The VKS Pepper Ball Launchers are designed as less-lethal weapons for use in a wide variety of tactical applications encountered within law enforcement. They may be used as an area treatment device to deploy chemical agents upon resistive suspects or as a direct fire weapon on assaultive/high-risk suspects. The intended target zone for the pepper ball launcher is low center mass unless the situation dictates otherwise.

The purpose is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for the use of the less-lethal weapon systems may include but are not limited to the following:

- Self-destructive, dangerous, and/or combative individuals.
- Riot/crowd control and civil unrest incidents.
- Circumstances where a tactical advantage can be obtained.

- Potentially vicious animals.
- Training exercises or approved demonstrations.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies utilizing pepper ball launchers and projectiles are trained in the use by POST-certified less lethal and chemical agent instructors.

Type: CTS Super Sock Bean Bag Munitions Model #2581

Quantity: Sheriff's Office 100 DA's Office 30

Lifespan: Five years from the date of manufacture

Capability: Beanbag shotguns can fire a 12-gauge beanbag round with a maximum effective range of 75 feet.

Manufacturer Description: The Model 2581 Super-Sock® is in the deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock® is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock® is first in its class, providing point control accuracy and consistent energy to momentarily incapacitate violent, non-compliant subjects. Effective range is 75ft.

Purpose: Beanbag shotguns used with beanbag rounds may be deployed to impact subjects who demonstrate assaultive or life-threatening behavior. Beanbag shotguns utilized with beanbag rounds may also be used to control an actively resistive subject reasonably believed to possess or have immediate access to a deadly weapon.

The main objectives that deputies attempt to achieve in using a beanbag round on a subject exhibiting any of the criteria mentioned above are to effect investigative detention or arrest; control a subject who is in lawful custody; prevent an escape; or protect the officer, the subject, or another person from injury or death.

Legal: Lexipol Policy 300 - Use of Force, 308 – Control Devices and Techniques, 312 – Firearms, 467 – First Amendment Assemblies. The department shall only utilize this equipment for official law enforcement purposes and pursuant to State and Federal Law and applicable department policy.

Training: Deputies that have been trained in the use of the beanbag shotgun undergo thorough classroom and live-fire training in its use. Additionally, deputies trained in the use of the beanbag shotgun must pass annual qualifications to maintain proficiency.

E-Contract Review
Approval as to Form

Department Name: Tehama County Sheriff's Office

Vendor Name: Tehama County Board of Supervisors

Document Description: Ordinance to modify County LEA military equipment use policy

APPROVED AS TO FORM:

Date: 8/20/25

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

A SUMMARY OF ORDINANCE NO. ___

Pursuant to Government Code Section 25124(b), the following constitutes a summary of Ordinance No. ___ introduced at the Tehama County Board of Supervisors meeting on Sept 9, 2025. The date of the second reading and vote on the adoption of the ordinance is September 16, 2025 at its regularly scheduled meeting held in the Tehama County Board of Supervisor's Chambers located at 727 Oak Street, Red Bluff, CA.

The purpose of Ordinance No. ___ is to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded for the Tehama County Sheriff, Probation, and the Bureau of Investigation for the District Attorney's Office.

A certified copy of the full text of the Ordinance is posted for review in the County Clerk's Office located at _____. If adopted, this Ordinance shall be in full force and effective on October 16, 2025 and shall be published as required by law.

Published: [Insert Date of Publication]

[Name and title of County Clerk]

Tehama County

Agenda Request Form

File #: 25-1555 **Agenda Date:** 9/9/2025 **Agenda #:** 18.

BOARD OF SUPERVISORS

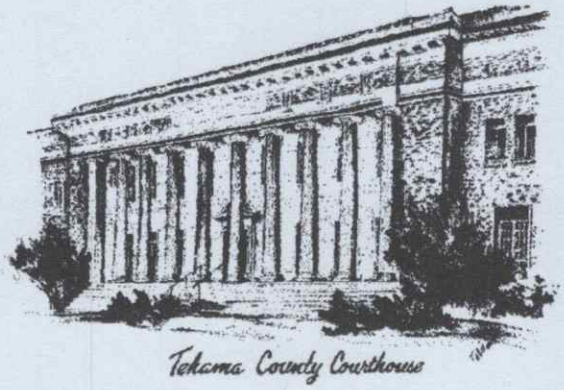
Requested Action(s)
a) Request ratification of the letter of support signed by the Chairman in support of the application to the Recycling Infrastructure Grant Program (RIG3)

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

Background Information:
On August 21, 2025, the Resource Conservation District of Tehama County submitted a request for consideration of this letter of support for a grant application in partnership with R Wild Horse Ranch and Sweetshoots Café in Manton.

On August 26, 2025, unanimous consensus was received to bring this letter forward. Following the meeting, staff were informed the grant application was due September 2, 2025 and the letter would need to be submitted prior to the next available meeting. The Chairman was contacted for direction to staff regarding how to proceed. Chairman Hansen signed the letter and the completed letter was provided to RCD to include with their application. This letter is now being brought before the Board for ratification.

Board of Supervisors
COUNTY OF TEHAMA


Tehama County Courthouse

To the CalRecycle RIG3 Grant Review Committee,

We are writing to express our strong support for the Tehama Conservation Fund's application to the Recycling Infrastructure Grant Program (RIG3). Their proposal to install reverse vending machines (RVMs) at rural retail locations throughout Tehama County is a timely and impactful initiative that will significantly expand access to California Redemption Value (CRV) recycling services in underserved communities.

Rural residents often face barriers to recycling, including long travel distances to redemption centers and limited local infrastructure. By placing RVMs at familiar, high-traffic retail stores, Tehama Conservation Fund is meeting people where they are—making recycling more convenient, accessible, and equitable. This approach not only encourages greater participation in the CRV program but also reduces litter, promotes environmental stewardship, and supports local businesses.

Tehama Conservation Fund has a strong reputation for community engagement, environmental leadership, and operational integrity. Their thoughtful implementation plan includes outreach to store owners, public education, and ongoing maintenance to ensure the machines remain effective and user-friendly.

We are confident that this project will deliver measurable environmental benefits and serve as a scalable model for other rural regions across California. We wholeheartedly endorse their application and urge CalRecycle to support this innovative and community-driven proposal.

Sincerely,

Board of Supervisors, Chairman, Matt Hansen

Tehama County

Agenda Request Form

File #: 25-1565 **Agenda Date:** 9/9/2025 **Agenda #:** 19.

BOARD OF SUPERVISORS

Requested Action(s)
a) Discussion and possible direction to staff to draft a resolution to appoint the Chief Administrator as the designated negotiator for all labor discussions between the Board of Supervisors and unrepresented employees

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

Background Information:
Staff is requesting consideration of a possible resolution to be brought before the Board at a later date to appoint the Chief Administrator as the designated negotiator for all unrepresented employees unless their positions are otherwise associated with an established bargaining unit. A resolution provides efficiency and consistency. The benefits include creation of a formal record of compliance protecting against Brown Act challenges, standardizes the appointment process, reducing the need to designate each time, providing clarity for the Clerk of the Board, Personnel and County Administration offices.

Tehama County

Agenda Request Form

File #: 25-1545 **Agenda Date:** 9/9/2025 **Agenda #:** 20.

BOARD OF SUPERVISORS

Requested Action(s)
a) Discussion and possible action regarding the required responses to the Grand Jury Report for FY 24-25

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

Background Information:
The Grand Jury report released on June 26, 2025, solicited responses and recommended actions from the Board of Supervisors regarding “the need to conduct reform in county governance” and “provide a plan to secure the money needed to fully staff the Re-Entry Center and the jail”. These responses and recommended actions have varied deadlines associated with each topic. This item will allow the Board to discuss and provide any necessary directions to staff for these responses and actions to be provided in a timely manner as requested.

Staff proposed that the board discusses each item individually in order to ensure the full Board’s opinions are represented in the responses.

A full copy of the Grand Jury Report can be viewed at:
https://www.tehama.gov/government/departments/grand-jury/

On August 19, 2025, the Board received unanimous consensus to have Chaiman Hansen and Supervisor Burroughs draft a response to being forward for the full Board for review and possible approval.

Tehama County

Agenda Request Form

File #: 25-1518 **Agenda Date:** 9/9/2025 **Agenda #:** 21.

CLOSED SESSION

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

Agency Negotiators: TBD

Employee: Air Pollution Control Officer

Financial Impact:
None.

Background Information:
None.

Tehama County

Agenda Request Form

File #: 25-1531 **Agenda Date:** 9/9/2025 **Agenda #:** 22.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government Code 54956.95

Claimant: Hunter Martin, Mary Martin, Steven Landgraf, & Kaylynne Rodrigues

Agency claimed against: Tehama County

Financial Impact:

Click here to enter Financial Impact.

Background Information:

Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 25-1532 **Agenda Date:** 9/9/2025 **Agenda #:** 23.

CLOSED SESSION

Requested Action(s)

a) Liability Claims Pursuant to Government Code 54956.95
Claimant: Michael Mullins
Agency claimed against: Tehama County

Financial Impact:

Click here to enter Financial Impact.

Background Information:

Click here to enter Background Info.

Tehama County

Agenda Request Form

File #: 25-1542 **Agenda Date:** 9/9/2025 **Agenda #:** 24.

CLOSED SESSION

Requested Action(s)

a) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8)

1) Property: APN 029-270-032-000
Agency Negotiator: Gabriel Hydrick
Negotiating Party: ORCA Behavioral Health / Premier Independence
Under Negotiation: Terms of Payment

Financial Impact:

Click here to enter Financial Impact.

Background Information:

Click here to enter Background Info.